Memorandum

MIAMI-DADE COUNTY

Date: July 13, 2021

AEDC
Agenda Item No. 7A

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Subject: Internal Services Department Report: General Contractor for Miscellaneous Construction Contract, Status of Negotiations for Contract No. MCC-9-18

Conclusion

This report is being provided to update the Board of County Commissioners (Board) on the status of negotiations for Contract No. MCC-9-18, *General Contractor for Miscellaneous* Construction, (Contract No. MCC-9-18). Based on the findings of the Office of the Inspector General's (OIG) report (detailed below) describing various actions regarding mismanagement and conflicts of interest, Magnum Construction Management, LLC d/b/a/ (MCM) has been deemed non-responsible by staff. Additionally, an opinion was requested by staff and issued on May 26, 2021 by the County Attorneys' Office (CAO), which is attached as Exhibit A, supports that "MCM may not be awarded the MCC-9 solicitation" based on the removal of MCM's General Manager by Miami-Dade Aviation Department.

Background

A contract award recommendation to Suffolk/NV2A was placed on the April 13, 2021 Airports and Economic Development Committee (Committee) agenda and was then forwarded with a favorable recommendation to the May 4, 2021 full Board agenda. Between the Committee and the board meeting, several communications were received by staff regarding the validity of the local business tax receipt issued by the Tax Collector's Office. Based on the findings of the Tax Collector's Office, the CAO determined that Suffolk/NV2A, the highest ranked firm, was no longer ranked as the number one firm for the purpose of negotiations as it did not meet the local preference requirements of Section 2-8.5 of the County Code and therefore should not have received the preference. At the May 4, 2021, Board meeting, I requested to withdraw the award recommendation to the highest ranked proposer, Suffolk/NV2A, a Joint Venture, LLC (Suffolk/NV2A), from the agenda for the purpose of allowing the scope of work to be performed in-house by County staff. The Board rejected the withdrawal request through the adoption of Resolution No. R-416-21. As such, the Board directed the Administration to continue with the procurement process which included vetting the responsibility and responsiveness of the next highest ranked vendor, MCM.

On May 12, 2021, the OIG released Report No. IG16-0020-I regarding outside employment and conflicts of interest related to Contract No. MCC-8-10 with MCM, which is the highest ranked local firm eligible for negotiations for Contract No. MCC-9-18. The OIG investigated a former MCM employee who served as a General Manager for nine years under Contract No. MCC-8-10 and was also included as key personnel in the proposal for Contract No. MCC-9-18. The OIG report, attached as Exhibit B, stipulates several actions (highlighted below) related to MCM that give rise to issues of non-responsibility and non-responsiveness:

OIG Findings

- Egregious lack of managerial oversight by MCM.
- Blatant disregard of the contractual obligation by MCM's General Manager to seek written approval for outside employment.
- Perception of unfair competitive advantage among subcontractors by MCM's General Manager.
- Use of three MCC-8-10 subcontractors on outside projects by MCM's General Manager.

The OIG report even noted issuance of its preliminary findings as early as in May 2017. MCM failed to take any action and allowed to the General Manager to continue performing on the contract up until

the General Manager could no longer work for MCM. Based on OIG findings, MCM has been deemed a non-responsible vendor by the Internal Services and Aviation Departments.

Additionally, the Administration requested the CAO to issue a responsiveness opinion which was issued on May 26, 2021 regarding Contract No. MCC-9-18. The opinion supports that based on the facts, "to the extent [General Manager] is not permitted to work on the MCC-9 contract by the Administration and is thus unavailable to MCM for purposes of the MCC-9 Solicitation, MCM is not eligible for award of the MCC-9 contract. Such a determination, however, is subject to the Board of County Commissioners' ultimate determination regarding [General Manager] availability to work as the General Manager on the MCC-9 contract. The absence of the General Manager renders the MCM proposal in response to the RFQ for MCC-9-18 non-responsive".

Options

We are at a critical decision point for continuing the provision of miscellaneous construction contract (MCC) services for the Aviation Department. The Administration's number one priority is to ensure that projects continue to be assigned to the small businesses that benefit under the MCC program at MDAD and that there be no interruption in work for those businesses. These are the four options we present to the Board at this time.

1. Initiate a new accelerated solicitation for these services, while also proceeding to bring these services in-house for an abbreviated amount of time. MDAD will work with Internal Services Department (ISD) to implement benefits of MDAD's MCC program in the ISD managed MCC program 7040, allowing it to provide improvements for one of the County's critical economic engines during this crucial pandemic-recovery period. The Small Business Division is ready to assist MDAD with administration of the program.
2. Reconsider the Administration's recommendation at the May 4, 2021 Board meeting to allow the scope of work to be performed in-house by County staff on an ongoing basis. As mentioned above, staff will administer the benefits of MDAD's MCC program.
3. Negotiate with the next highest ranked responsive and responsible vendor, Lemartec Corporation, including vetting their responsiveness and responsibility.
4. Award the contract to MCM.

We look forward to discussing with Board members particular procurement reforms and will outline ideas and recommendations in a future report. In order to maintain an uninterrupted flow of work to the small businesses that benefit from the MCC program, we either need to have a contract in place by August 28, 2021 or bring the scope of services in-house for brief period of time. A new procurement could not be completed in time for August 2021. The Administration is prepared to proceed as directed.

In the absence of direction from the Board regarding one of the options stated above, the directive to the Administration at the Board meeting of May 4, 2021 to negotiate with the next responsive firm, will result in negotiations with Lemartec Corporation.

Attachments

c: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First County Attorney
Jess M. McCarty, Executive Assistant County Attorney
Office of the Mayor Senior Staff

Jennifer Moon, Chief, Office of Policy and Budgetary Affairs
Yinka Majekodunmi, CPA, Commission Auditor
Lester Sola, Director, Miami-Dade Aviation Department
Alex Muñoz, Director, Internal Services Department
Melissa Adames, Director, Clerk of the Board
Eugene Love, Agenda Coordinator

Miami-Dade County
OFFICE OF THE INSPECTOR GENERAL
Felix Jimenez, Inspector General
Accredited by the State of Florida Commission on Law Enforcement

May 12, 2021

Alberto J. Calderin
2950 SW 109 Ave.
Miami, FL 33165

VIA EMAIL TO: service@projectoncall.com

Re: OIG Final Report – MCC-8-10 Contract – 16-0020-I

Dear Mr. Calderin,

Enclosed please find the Office of the Inspector General's (OIG) final report regarding outside employment and conflicts of interest related to Miami-Dade Aviation Department's MCC-8-10 contract with Munilla Construction Management, Inc.

Sincerely,

Felix Jimenez
Inspector General

Enclosure

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Memorandum

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To: Honorable Daniella Levine Cava, Mayor, Miami-Dade County
Honorable Chairman Jose "Pepe" Diaz, Chair
and Members, Board of County Commissioners, Miami-Dade County

From: Felix Jimenez, Inspector General

Date: May 12, 2021

Subject: OIG Final Report *Outside Employment and Conflicts of Interest Related to Miami-Dade Aviation Department's MCC-8-10 Contract with Munilla Construction Management, Inc.*, Ref. IG16-0020-I

Attached please find the OIG's final report involving the Miami-Dade Aviation Department's Miscellaneous Construction Contract (MCC) 8-10. This report, as a draft, was provided to the Miami-Dade Aviation Department (MDAD), Munilla Construction Management, Inc. (MCM), and its associates and subcontractors, Mr. Alberto Calderin and Raciel Ramos. A response was received from MDAD, which is included in Appendix A, and a response was received from MCM including an affidavit by Mr. Calderin, which is included in Appendix B. MDAD concurred with the OIG's recommendations pertaining to the future administration of this contract.

cc: Geri Bonzon-Keenan, County Attorney
Gerald Sanchez, First Assistant County Attorney
Jess McCarty, Executive Assistant County Attorney
Jimmy Morales, Chief Operations Officer
Lester Sola, Director, Miami-Dade Aviation Department
Alex Muñoz, Director, Internal Services Department
Namita Uppal, Chief Procurement Officer, Internal Services Department
Jennifer Moon, Chief, Office of Budget and Policy Affairs
Yinka Majekodunmi, CPA, Commission Auditor
Cathy Jackson, Director, Audit and Management Services
Jose Arrojo, Executive Director, Commission on Ethics and Public Trust
Recipients of the Draft Report (under separate cover)

I. FOREWORD

This report concludes the Office of Inspector General's (OIG) investigation of the Miami-Dade Aviation Department's (MDAD) Miscellaneous Construction Contract (MCC-8-10) held by Munilla Construction Management, Inc. (MCM). The investigation centered on allegations against the MCM General Manager for the MCC-8-10. Since November 2019, the OIG has been actively monitoring the competitive procurement of RFQ No. MCC-9-18 (the successor contract to MCC-8-10). On November 5, 2019, when the bid was advertised, Mr. Calderin was still serving as the General Manager for MCM on MCC-8-10. On January 14, 2020, MCM submitted its bid proposal listing Mr. Calderin as the proposed GM for the MCC-9-18 program. On July 1, 2020, after receiving the OIG's draft report in this matter, MCM replaced Mr. Calderin as the GM for MCC-8-10. The OIG noted this personnel change as appropriate and continued to monitor the solicitation of MCC-9-18. The OIG has not observed any attempt by MCM to amend the key personnel of its bid proposal to remove Mr. Calderin. In fact, as recently as April 27, 2021, MCM has confirmed to the County that all project personnel listed in its response to the RFQ are "are available to fill the 13 required key management staff roles outlined in the RFQ." Despite the clear contract violations by Mr. Calderin documented by the OIG investigators, MCM declares in its email to County Procurement Officers: "It has been over 16 months since MCM submitted its proposal, but we stand by our team with no material changes." Due to the change in the ranking order of firms, in light of facts pertaining to local preference policies, the County will soon begin negotiations with MCM. The OIG stands by its findings and is closing this case in order that the records of this investigation may become public.

II. SYNOPSIS

The OIG investigated the allegation that MCM employee Alberto Calderin steered work to A1 All Florida Painting, Inc. (A1), a subcontractor, in exchange for 20% of the profit.[1] MCC-8-10 is a contract vehicle whereby MCM—as the prime, general contractor—is assigned construction projects (up to $5 million) by MDAD. The actual construction work required for these projects is then bid out by MCM to firms, with an emphasis on certified Small Business Enterprises. The work of MCM, as the prime, general contractor, includes advertising the project to the trades, conducting subcontractor meetings, receiving and tabulating bids, awarding the subcontracts, paying the subcontractors, and various other construction and project management duties. Pursuant to the contract, MCM designates one of its employees to fulfill the role of General Manager (GM). Mr. Calderin had been the GM for MCC-8-10 since its inception in 2011 until his replacement in July 2020. The contract specifically forbids the GM from engaging in any outside employment unless pre-approved in writing by MDAD.

[1] The OIG notes that this allegation describes a classic kickback scheme.

The OIG investigation did not substantiate the kickback allegation. The complaint also mentioned that Mr. Calderin had created his own company, The Calderin Group, Corp. (The Calderin Group), and questioned why Raciel Ramos (the owner of A1) had signed into a pre-bid meeting for a County construction project as a representative of The Calderin Group. The OIG substantiated this allegation. Our investigation found that Mr. Calderin, through his company, The Calderin Group, was actively engaged in County construction projects, all while Mr. Calderin was the full-time GM for the MCC-8-10 agreement. Mr. Calderin's outside employment (business activities) was not disclosed to MDAD project managers, and, as such, was not pre-approved by MDAD as required by the contract.

In his personal contracting endeavors, Mr. Calderin utilized the services of A1, a firm that had received several subcontracts under the MCC-8-10 contract. The OIG learned that A1 was a subcontractor to The Calderin Group on a construction project for the United States Coast Guard for which A1 was paid $7,000 from The Calderin Group. And, in one particularly troubling arrangement, the OIG found that A1—in the midst of performing MCC-8-10 projects as a subcontractor and being supervised by Mr. Calderin—gave The Calderin Group approximately $50,000. According to both Mr. Calderin and A1, this money was given to fund a required bid bond for an MDAD construction project on which The Calderin Group (as the prime contractor) and A1 (as the subcontractor) unsuccessfully submitted a bid.[2] The OIG also learned that The Calderin Group had contracts with the County's Water and Sewer Department (WASD)—additional evidence of engaging in outside employment activities not disclosed or approved by MDAD.

In May 2017, the OIG informed MDAD of these preliminary findings (Mr. Calderin's unsanctioned outside employment and his conflict of interest due to his private business relationship with MCC-8-10 subcontractor A1). MDAD responded to the OIG that it would address the situation with MCM and that due to additional performance issues, MDAD would seek Mr. Calderin's removal from the MCC-8-10 contract.

In 2019, the OIG learned that Mr. Calderin remained in his position as the GM of the MCC-8-10 contract. Further review of Mr. Calderin's private contracting activities revealed that The Calderin Group, from 2011 through 2017, bid on at least 24 County construction projects as the prime contractor. The Calderin Group was awarded six County contracts—not MCC-8-10 contracts—and received over $2.2 million for work on these six projects. Further, we found that The Calderin Group used two other MCC-8-10 subcontractors, Subcontractor 2 and Subcontractor 3, on these other County construction projects. For all three of these firms, their period of performance as a subcontractor to The Calderin Group coincided with their active MCC-8-10 subcontracts, all being overseen by Mr. Calderin.

[2] As described in further detail in this report, this MDAD construction project was not procured via the MCC-8-10 contract; it was instead procured via the County's MCC-7040 program. After unsuccessfully bidding, the funds were returned to A1.

As earlier mentioned, the OIG brought this to MDAD's attention in 2017. Yet, The Calderin Group continued work on County construction projects through February 2018—even though in June 2017, The Calderin Group had withdrawn its designation as a certified Small Business Enterprise-Construction (SBE-Construction.) The Calderin Group remained an active corporate entity with the Florida Division of Corporations until February 2019, when it became inactive due to corporate conversion. The corporation was converted into a Florida limited liability company under the name Primecon, LLC (Primecon). The sole member of Primecon is Alberto Calderin, and it remains active today. In November 2019, Primecon successfully obtained certification as an SBE-Construction entity from the County's Division of Small Business Development (a division of the Internal Services Department), and in February 2020, Primecon was added to the County's MCC-7040 pool.

While MDAD officials came to know of Mr. Calderin's outside business activities, and verbally addressed this issue with MCM, MDAD did not require or request that he be removed from the GM position. Beyond his blatant disregard of the contractual obligation to seek written approval for outside employment, the fact that Mr. Calderin employed three MDAD subcontractors, that he managed at the airport, on his own corporate contracts, created a situation fraught with ethical hazards. Mr. Calderin was able to use his position to select vendors for his private enterprise based on their performance on the County contracts he supervised. This business activity is also problematic because the subcontractors contacted by The Calderin Group might offer artificially low prices in order to curry favor with the MCC-8-10 GM who oversees their work at the airport.

As will be explained in this report, the OIG investigators did not discover evidence of manipulation of the MCC-8-10 selection process by Mr. Calderin to favor firms working for him on outside projects. Even without any evidence of bid manipulation, the perception of an unfair competitive advantage among subcontractors was created by Mr. Calderin's conduct. The extensive nature of this misconduct documented by the OIG investigators reveals an egregious lack of managerial oversight by MCM. Going forward, the OIG expects MDAD to be more vigilant in ensuring that the contractual requirement for County pre-approval of outside employment is respected. To protect the integrity of this successful program, we believe that additional requirements and safeguards should be employed and included in any successor miscellaneous construction contract (MCC) to expressly prohibit a GM from engaging in outside business with firms participating in this program.

This report, as a draft, was issued on June 30, 2020 to MDAD and MCM. The next day, on July 1st, MCM requested MDAD's approval to replace Mr. Calderin as the GM of the MCC-8-10 contract. MCM provided the names of three candidates for substitution. MDAD approved the substitution after vetting Mr. Calderin's replacement.

A response was received from MDAD, on July 15, 2020, stating that it concurs with all of the OIG's recommendations (see Appendix A), without any commentary as to the OIG's factual findings. MCM requested multiple extensions to respond to the draft report. MCM also engaged the OIG in a dialogue that resulted in additional requests for documents by the OIG. MCM and Mr. Calderin provided the requested documents, which were reviewed and considered prior to finalization of this report. The OIG received a written response from MCM, on September 21, 2020, that included a sworn affidavit from Alberto Calderin, the subject of this review (see Appendix B). While MCM addresses the issues raised by the OIG and concedes that Mr. Calderin's utilization of MCC-8-10 subcontractors on the construction projects of The Calderin Group "could needlessly create the appearance of impropriety," MCM throughout its dialogue and written response stresses that it thought this issue had been satisfactorily resolved with MDAD and the OIG with the submission of a March 2018 letter from Mr. Calderin stating that his company "will become inactive effective the close of the current 2017 tax season." While this letter was produced to the OIG and MDAD in July 2020 (after the draft report was issued), neither MDAD nor the OIG had seen it before. The OIG addresses this letter in the last section of the report.

III. OIG JURISDICTIONAL AUTHORITY

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Inspector General has the authority to make investigations of County affairs; audit, inspect and review past, present, and proposed County programs, accounts, records, contracts, and transactions; conduct reviews, audits, inspections, and investigations of County departments, offices, agencies, and boards; and require reports from County officials and employees, including the Mayor, regarding any matter within the jurisdiction of the Inspector General.

IV. BACKGROUND

MDAD's MCC Program

MDAD has been utilizing MCCs since the mid-1980s as a method to acquire construction services; to efficiently contract for repairs, modifications, renovations; to quickly respond to emergency work; and to enhance contracting opportunities for Small Business Enterprises (SBEs). MDAD's MCC program allows MDAD to delegate the administration of construction projects to a licensed general contractor (the prime), who then subcontracts the projects on a competitive basis to the subcontractors submitting the lowest responsive and responsible bid.[3]

[3] MDAD's MCC program functions differently from the two MCC programs administered by the County's Internal Services Department. Those two programs, MCC-7040 and MCC-7360, function as pool contracts; the former being a pool set aside for certified Small Business Enterprises-Construction, and the latter being an open pool. Firms in the pool respond directly to Requests for Price Quotes (RPQ) solicited by the various County user departments.

Original Award and Change Orders to the MCC-8-10 Contract

MDAD's current MCC is MCC-8-10, which was awarded to MCM in December 2011. The contract was originally for a 4-year term (with an additional one year to complete all authorized work initiated) and for a maximum contract amount of $50.125 million.[4] In March 2015, the BCC approved Change Order 1, which increased the maximum contract amount by $30 million (new ceiling of $80.125 million) and increased the maximum dollar amount of each project's work order from $2 million to $5 million.[5]

Three additional change orders were approved (Change Orders 2, 3, and 4),[6] bringing the total contract amount to $129.9 million and extending the contract term to August 2020. The intended successor contract is MCC-9-18. At present, the procurement process for MCC-9-18 is on-going and still under the Cone of Silence.

Contract Administration, Small Business Goals, Subcontractor Bidding and Compensation Under the MCC

MDAD's Facilities Management Development Division (Facilities) administers the MCC-8-10 contract. Facilities assigns the projects to be managed under the contract. Each project is reviewed by MDAD's Minority Affairs Division (Minority Affairs) to evaluate opportunities for SBE-C participation. Depending on the scope of work required for each project (e.g., what trades may be involved) and the availability of SBE-C firms, Minority Affairs assigns a goal to each project. All totaled, there is an 18% SBE-C participation goal for the subcontracted work under the MCC-8-10 contract. Additionally, there is a specific 18% goal for preconstruction services.

The OIG spoke with Mr. Enrique Perez, Facilities Chief of Construction, about the process that MCM is required to follow for soliciting bids and awarding subcontracts. According to Mr. Perez, the process starts when MDAD sends MCM a Preconstruction Project Order Draft. The Project Order Draft includes the project plans and specifications. It authorizes the GM, with the assistance of a cost estimator (when available) and the accountant (identified as Ms. Mirabal), to initiate a cost estimate, perform a constructability review and maximize SBE-C bidding opportunities as trade set-asides. MCM then submits to MDAD a Project Construction Packaging Plan. This document contains the trade set-aside bidding opportunities, corresponding cost estimates, and the recommended SBE utilization levels. After the MDAD Project Manager's review and approval, the SBE recommendations are submitted to the Small Business Division (SBD) for approval. Upon receipt of the approved Project Order, MCM solicits bids.

[4] See Miami-Dade County Resolution R-1122-11.
[5] See Miami-Dade County Resolution R-187-15.
[6] See Resolutions R-228-16, R-384-17, and R-796-19.

According to MCM, since the County's implementation of the Business Management Workflow System (BMWS) with LCPTracker, the subcontractors are notified via the BMWS about subcontracting opportunities, in addition to other notices including advertising in periodicals. Bids are submitted directly to MCM and are publicly opened and read aloud in the presence of an MDAD Project Manager. The GM then meets with the apparent low bidders, who are afforded an opportunity to review their bids for accuracy, errors, and omissions. Bidders may recall their bids in the event the bid is determined to be incomplete. After the apparent successful bidder for each trade is identified, MCM staff submits the Project Order Proposal (POP) to MDAD for approval. The POP contains the bid tabulation, copies of all bids, supporting documents and the total project cost, which includes designated allowances and MCM's proposed fee for contractual services rendered. After the MDAD Project Manager's review and approval of the POP, MDAD generates the Project Order authorizing MCM to perform the work upon receipt of a Notice to Proceed. Facilities, through the assigned MDAD Project Managers and its supervisors, is responsible for assuring that MCM adheres to all contractual obligations of MCC-8-10.

MDAD compensates MCM for this preconstruction work, bid management, and construction oversight by paying a percentage of the assigned project cost, which is detailed in the MCC-8-10 contract. The percentage ranges from 7.96% to 8.52%. Designated MCM employees, such as Mr. Calderin, are paid by MDAD pursuant to an hourly rate for an annual number of hours worked. These rates and hours are also detailed in the MCC-8-10 contract.

Key Contract Provision Regarding the Designated General Manager (GM) and Outside Employment

Section 2.11.04 of the MCC-8-10 contract provides:

> The Contractor shall assign a GM...having the day-to-day operational responsibility for the competent performance and fulfillment of the duties and responsibilities of the Contractor under this contract and being authorized to accept service of all notices provided for herein and shall have the authority to bind the Contractor to all terms of this Contract. ... The GM shall have no duties or responsibilities other than pursuant to this Contract and shall maintain no office other than within the airport or at such other airport location(s) as shall be provided by the MDAD. **This individual shall not seek additional employment activities outside this contract nor perform any work outside the MCC-8-10 Contract without receiving prior written permission from the Contract Officer.** (*Emphasis added by OIG.*)

V. ENTITIES AND INDIVIDUALS DISCUSSED IN THIS REPORT

Munilla Construction Management, LLC (MCM)

MCC-8-10 was awarded to MCM in 2011. MCM is a locally headquartered firm with its address at 6201 SW 70th Street, 1st Floor, Miami, FL. On November 13, 2018, the corporate name was amended to Munilla Construction of Florida, LLC. On December 17, 2018, the name was amended again to Magnum Construction Management, LLC.[7] For the majority of the period under review, Jorge Munilla was MCM's Manager/President. At present, the CEO is listed as Daniel Munilla.

Alberto Calderin, General Manager

Alberto Calderin had been employed by MCM since at least 2011 until his resignation in July 2020. He is a Florida licensed general contractor (GC) and, at all times material to the findings identified in this report, had been assigned to the MCC-8-10 as the full-time GM working out of the MCM offices at space provided by MDAD at Miami International Airport (MIA). Mr. Calderin oversaw the MCC-8-10 subcontracts from pre-construction through the bid process and selection of the subcontractors.

The Calderin Group, Corp. (The Calderin Group)

The Calderin Group was incorporated on September 29, 2008. The company's address was 10866 SW 68th Drive, Miami, FL, which is Mr. Calderin's home address. At all times material hereto, the corporate officers were President Alberto Calderin and Director of Construction Gerardo Sixto Perez-Galceran, S.P.E. The Calderin Group was a registered Florida GC firm that was qualified by Mr. Calderin.

The Calderin Group was a County certified SBE-C and was an authorized vendor eligible to bid on construction projects awarded through the County's MCC-7040 and MCC-7360 pool contracts. As further described in this report, The Calderin Group actively bid on County work and was awarded six projects between December 2014 and October 2016, as the prime contractor—all while Mr. Calderin was the designated GM on MDAD's MCC-8-10 contract.

In June 2017, as the initial findings of this investigation came to light, The Calderin Group withdrew its County certification as an SBE-C. In February 2019, The Calderin Group converted into a Florida limited liability company under the name Primecon, LLC (Primecon). The sole member/officer of Primecon and its licensed general contractor

[7] MCM was originally registered with the Florida Division of Corporations on November 29, 1983 as Magnum Construction Management Corp. (Magnum), a Florida for-profit corporation. On May 15, 2008, Magnum was converted from a for-profit corporation to a limited liability company and changed its name to Munilla Construction Management, LLC (hereinafter MCM).

qualifier is Alberto Calderin. In November 2019, Primecon successfully obtained certification as an SBE-Construction, and in February 2020, Primecon was added to the County's MCC-7040 pool.

A1 All Florida Painting, Inc. (A1)

A1 is a Florida for-profit corporation incorporated in October 2006, and headed by Raciel Ramos, who is listed as its Registered Agent and sole corporate officer. Its principal place of business is 7531 NW 54th Street, Miami, FL. Mr. Ramos holds a license with the County's Construction Trades Qualifying Board to perform painting, caulking, and waterproofing, and he qualifies A1 to engage in licensed trade contracting. A1 is a County certified SBE-C. From March 2012 through September 2019, A1 was awarded 16 subcontracts pursuant to the MCC-8-10 contract. A1 is one of three MCM subcontractors that also performed work as a subcontractor for The Calderin Group, as will be described later in this report.

VI. CASE INITIATION & INVESTIGATIVE METHODOLOGY

In 2016, Mr. Milton Collins, then the Associate Director of MDAD Minority Affairs, received an anonymous complaint via fax regarding Mr. Calderin. The anonymous complaint alleged that A1, an MCC-8-10 subcontractor, paid Mr. Calderin for MCC-8-10 subcontracts. The complaint alleged that Mr. Calderin was finding ways not to award the subcontracts to the lowest bidder. The complaint also revealed that Mr. Raciel Ramos (the owner of A1) attended a pre-bid meeting and listed himself on the sign-in log as representing The Calderin Group—a company owned by Mr. Calderin.

The information was reviewed by MDAD's Facilities Management Development and Professional Compliance Divisions. It was subsequently given to the OIG for further investigation.

OIG Special Agents reviewed documents related to relevant MCC-8-10 projects, including advertisements, announcements, bid solicitations, selection and subcontractor awards, payments, invoices, and other project-related records. OIG Special Agents also reviewed bank records, corporate documents, and the licensing records of The Calderin Group and A1, and of their principals. The OIG reviewed documents related to the six County contracts awarded to The Calderin Group. Lastly, OIG Special Agents interviewed MDAD staff; MCM staff including but not limited to Messrs. Jorge and Pedro Munilla and Mr. Calderin; Mr. Raciel Ramos, Jr. of A1; and a principal of Subcontractor 3.

This investigation was conducted in accordance with *the Principles and Standards for Offices of the Inspector General* as promulgated by the Association of Inspectors General.

VII. INVESTIGATIVE FINDINGS

The two sections below address Mr. Calderin's unsanctioned outside business activities, which includes working on County contracts while at the same time managing the MCC-8-10 contract for MDAD, and Mr. Calderin's use of three MCC-8-10 subcontractors on his own outside projects, thus giving rise to a conflict of interest.[8]

A. Unsanctioned Outside Employment

As early as December 2011 (when the MCC-8-10 was awarded to MCM), Mr. Calderin, through his company, The Calderin Group, was already bidding on County projects and, thus, engaged in work outside of the MCC-8-10 contract. The Calderin Group was a certified SBE-C, pre-approved to participate on the County's miscellaneous construction contracts—the MCC-7040 and MCC-7360.

From April 2011 through April 2017, The Calderin Group bid on 24 County projects advertised via the County's MCC-7040 and MCC-7360 pool contracts. The projects varied across several County departments. The Calderin Group was awarded six projects as shown in Table 1. Of the 18 unsuccessful bids, one involved a project for the Aviation Department, which, notably, was the same project identified in the anonymous complaint where Mr. Ramos (A1) signed the pre-bid meeting sign-in form as being affiliated with The Calderin Group. (Exhibit 1) Their collaboration will be explained more fully in the sections that follow.

[8] Two other issues initially explored by the OIG in the draft report involved Ms. Virginia Mirabal, another MCM employee whose duties on the MCC-8-10 contract involved accounting, program management, project administration, and compliance. One issue involved her assisting Mr. Calderin in his external business ventures by reviewing The Calderin Group's bid documents prior to submittal, and notarizing documents for him. We found modest compensation, two checks totaling $300, to her from The Calderin Group. The second issue involved Ms. Mirabel's business activities external to her employment with MCM. We noted that Ms. Mirabel was listed as a corporate officer on three companies (two of which were not-for profit corporations), where other subcontractors in the MCC-8-10 program were also corporate officers. Because Ms. Mirabel's duties involve overseeing the work of the subcontractors, we initially questioned whether this could be a conflict or give rise to the appearance of a conflict. We recognize that Ms. Mirabel was not required to obtain MDAD approval prior to engaging in any outside employment; further, we recognize that her association with two of these companies—the two non-profits—is related to her work in promoting small businesses and increasing contracting opportunities for SBEs.

The OIG received a preliminary response from MCM specific to Ms. Mirabel that caused us to re-evaluate the inclusion of this information in the report as "findings." MCM provided a letter from Ismailia Rashid, on behalf of the three corporate entities identified in the draft report. The letter describes that two of the entities have never been active (no income, no bank account, etc.) and the third as an all-volunteer, non-profit advocacy group supporting small construction businesses where Ms. Mirabel volunteers her time and has not received any compensation. Upon further evaluation, which includes Ms. Mirabel's work history with the MCC program since MCC-3, we determined that these two issues did not rise to the level of a finding and detracted from the focus of the report, which is Mr. Calderin's outside employment activities. As such, these two issues have been removed from this final report.

Table 1: The Calderin Group - Awarded County Projects

County Dept.	Contract RPQ No.	Project Name	Award Amount	Award Date	Last Status	Percent Complete	Amount Paid*
Parks and Rec and Open Spaces	7360: 90073	Blackpoint Marina Dock Fender	$59,038	1/30/2012	10/31/2012	100%	$60,349
Public Housing and Community Development	7360: 156791	Site Lighting and Fencing – Various Sites	$561,256	1/27/2015	3/9/2017	100%	$464,144**
Parks and Rec and Open Spaces	7360: 118600-A	Pelican Harbor Marina-Fender System Replace/Repair – ReBid	$111,995	12/10/2014	5/17/2015	100%	$81,466
Water and Sewer	7040: T1941	LeJeune Road Office Records Center Rehab	$452,606	6/10/2015	6/1/2017	100%	$367,305
Parks and Rec and Open Spaces	7040: 147646	Homestead Bayfront Park Marina – Wet Slips Renovation	$233,264	5/9/2016	10/3/2016	100%	$209,331
Water and Sewer	7040: T2176R	CDWWTP Administration Building	$1,522,064	10/16/2016	2/15/2019*** 2/26/2018 (substantial completion)	100%	$1,513,251
						Total Amount Paid:	**$2,231,702**

*Paid amounts obtained from the County's Capital Improvement Information System (CIIS). Final amounts paid include change orders, both adding and deducting work.
**Because the amount paid to The Calderin Group for this project was not posted in CIIS or obtainable through the County's main financial ledger, FAMIS, the amount paid for this project was determined through an OIG analysis of The Calderin Group's invoices, which were submitted to the Public Housing and Community Development Department and paid.
*** While the last status in CIIS shows February 2019, the OIG has confirmed that the revised contract completion date was February 26, 2018 (the Certificate of Completion from the City of Miami was issued on January 17, 2018). Final payment was made on or about June 14, 2018.

As shown above, from February 2012 through February 2018, The Calderin Group was actively engaged on six County construction projects as the prime contractor and was paid over $2.2 million. Alberto Calderin simultaneously worked on these projects and his full-time GM job. At no time did Mr. Calderin—nor MCM—seek prior approval for his outside employment from MDAD, in violation of Section 2.11.04 of the MCC-8-10 contract.

MDAD's knowledge and approval is a crucial check to ensure that the designated GM is fully committed to the job responsibilities required of the contract. The MCC-8-10 contractor (MCM) is performing a function akin to the work that would normally be performed by MDAD's own staff—bidding and awarding construction work for various projects required of the department. Requiring disclosure and pre-approval, pursuant to this contract, is no different than the requirements placed on County employees seeking to engage in employment activities outside of their County job. Approval is granted when

management is assured that the outside employment does not conflict with one's job duties, i.e., it does not conflict with one's work schedule and it does not create inappropriate conflicts of interest.

Mr. Calderin's Statement Regarding his Outside Employment

OIG Special Agents interviewed Mr. Calderin in June 2017. Mr. Calderin admitted to investigators that he worked on bids on behalf of The Calderin Group for County projects. He claimed the company's revenues in 2016 totaled $740,000. Mr. Calderin stated that he only worked on his private business at night, in his home. He stated that his partner, Mr. Perez-Galceran, was the qualifier for the business.[9] Further, Mr. Calderin stated that The Calderin Group employs approximately ten to eleven employees, one of whom was a construction manager, the person in charge of the construction sites.

MCM's Statement Regarding Mr. Calderin's Outside Employment

OIG Special Agents interviewed Jorge Munilla, President of MCM, in June 2017. Mr. Munilla was already informed by Mr. Calderin of the OIG's concerns at the time of the statement. Mr. Jorge Munilla stated that in approximately 2015, Mr. Calderin told him he was going to set up his own business.[10] Mr. Munilla says he told Mr. Calderin there would be no problem as long as it did not conflict with his job at MCM and ordered that Mr. Calderin conduct no business while on MCM's clock. Mr. Jorge Munilla admitted he never discussed Mr. Calderin's outside employment with anyone at MDAD. Mr. Munilla claimed he had no idea how much Mr. Calderin earned in his outside employment but understood it to be "a little moonlighting job."

On the same date, Mr. Pedro Munilla, Vice President of MCM, spoke to OIG agents. Mr. Pedro Munilla stated that Mr. Calderin informed him of his [Calderin's] outside employment only after the OIG had confronted him. Although he would ordinarily not permit such outside employment, Mr. Pedro Munilla stated that he was comfortable with the situation as long as Mr. Calderin obtained no airport contracts.

Interview with Water and Sewer Department Contract Manager

The OIG also spoke with Mr. Miguel Hernandez of the Miami-Dade County Water and Sewer Department (WASD). Mr. Hernandez confirmed that The Calderin Group was awarded two WASD projects (referenced in Table 1). At the time of the interview, the LeJeune Road Records Center contract was on-going and involved the removal of records from the WASD office and HVAC structural work. The Central District Wastewater Treatment Plant (CDWWTP) Administrative Building project had yet to be

[9] The OIG notes that Mr. Calderin was the qualifier for The Calderin Group.
[10] The OIG notes that The Calderin Group began bidding on County contracts in 2011.

started. At the time of the interview, the existing building had been gutted, and The Calderin Group was contracted to renovate the building.

Mr. Hernandez stated that, occasionally, Mr. Calderin's wife (Mrs. Calderin) dropped off paperwork at WASD, but his main point of contact for The Calderin Group was Alberto Calderin. This contact occurred during normal business hours. Mr. Hernandez acknowledged that there is a third person who works with Mr. Calderin, but he could not recall his name. (The OIG notes that Mr. Hernandez's statement is in direct opposition to Mr. Calderin's statement of only performing The Calderin Group work at night.)

WASD and SBD records show that Mr. Calderin's general contractor's license is listed as the qualifier for The Calderin Group. Mr. Perez-Galceran's license was also listed as a qualifier, but only for specific trades: mechanical, electrical, and plumbing. Again, this is in opposition to what Mr. Calderin told the OIG in his statement.

B. MCC-8-10 Subcontractors Working Simultaneously for The Calderin Group

The OIG compared the subcontractors that were awarded subcontracts pursuant to the MCC-8-10 to the subcontractors listed on the six aforementioned projects awarded to The Calderin Group. The OIG's review of bank records found checks paid to MCC-8-10 subcontractors from The Calderin Group account. These comparisons revealed three MCC-8-10 subcontractors (A1, Subcontractor 2, and Subcontractor 3) that were working simultaneously under the MCC-8-10 contract and with The Calderin Group.[11]

Mr. Calderin's Relationship with A1 All Florida Painting, Inc. (A1)

Due to the original allegation of 20% profits paid by A1 for MCC-8-10 subcontracts, the OIG focused on the relationship between A1 and Mr. Calderin. MDAD's Professional Compliance Division (Professional Compliance) reported that A1 received 87% of all MCC-8-10 painting subcontracts during the last quarter of 2015. Based upon this information, the OIG reviewed each MCC-8-10 subcontract awarded to A1 for the entire period under review.

[11] A fourth subcontractor was used by both The Calderin Group and MCC-8-10, but not simultaneous with its MCC-8-10 work. The one subcontract on an MCC-8-10 project began in 2012. It did not receive work as a subcontractor to The Calderin Group until 2016.

According to documents received from SBD in 2019, A1 was awarded 16 subcontracts and received approximately $2.8 million as shown in Table 2 on the next page.[12]

Table 2: MCC-8-10 Subcontracts Awarded to A1

Project	Project Name	Bid Open Date	SBE-C Award	Amount Paid
D022A	MIA-Central Marketplace - Phase II & III	01/08/12	$12,195.00	$12,195.00
P046A	MIA-Cent Chiller Plant Refurb & Modif. - PO #3	07/10/12	$186,300.00	$144,284.53
P046A	MIA-Cent Chiller Plant Refurb & Modif. - PO #3	07/10/12	$618,247.00	$598,734.65
R044A	MIA-Hotel Lobby/Public Space Renov	02/20/13	$105,286.30	$105,286.30
R044A	MIA-Hotel Lobby/Public Space Renov	02/20/13	$13,821.29	$13,821.29
T044A	OPF-Bldg 40 & 41 Repairs/Renov Emergency Job - no CSBE meas	05/23/13	$78,125.00	$78,125.00
S089A	MIA-NTD FIS Re-Check MCC-779Y	05/30/13	$29,250.00	$29,250.00
S089A	MIA-NTD FIS Re-Check MCC-778Y	05/30/13	$575,753.89	$575,753.89
Q043A	Building 861, 862, & 864	08/06/13	$9,425.00	$9,425.00
D105C	MIA-Dolphin & Flamingo Parking Garages Rep	09/24/13	$847,480.15	$847,480.15
SAO #37	MIA-Quick Response Proj Order	04/17/15	$2,725.00	$2,725.00
SAO #43	MIA-Quick Response Proj Order MIA Hotel Bus Ctr Steel Retrofit	09/03/15	$197,800.00	$197,800.00
V-075-A	MIA-Structural Bridge Repairs No. 3111	10/27/15	$122,750.00	$122,750.00
U-055-A	MIA-Int. Renov. Reloc. of ID Sec/Drivers	11/24/15	$28,079.40	$28,079.40
T-072-D	Lower Concourse E APM Station 4th Fl	12/15/15	$18,600.00	$18,600.00
T074-T	E-FIS Emergency Renov. 1st Level	02/02/17	$36,797.90	$36,797.90
			Total Paid to A1:	**$2,821,108.11**

The OIG found that all 16 of these subcontracts were properly advertised and awarded.

- In 16 of 16 files, there was evidence that the RFP was advertised to the certified pool of subcontractors and/or in the Daily Business Review.
- In 13 of 16 files, A1 was awarded the subcontract as the lowest of at least three bidders.
- In 1 of 16 files, A1 was awarded the subcontract as the sole bidder. This was awarded on an emergency basis.
- In 2 of 16 files, A1 was not the lowest bidder, but was awarded the subcontract after the lowest bidder was disqualified.

Outside of their work pursuant to the MCC-8-10 contract, the OIG found that Mr. Calderin and Mr. Ramos worked together on other projects. A review of The Calderin Group bank records revealed that The Calderin Group paid A1 $7,000 in October 2013 for subcontract

[12] These 16 subcontracts related to twelve MCC-8-10 projects. In four of the projects, A1 was awarded two subcontracts for different types of work.

work performed on a United States Coast Guard project.[13] As seen in Table 2, A1 was working on numerous MCC-8-10 projects in 2013.

The OIG also reviewed the bank records of A1 because of the allegation that A1 was compensating Mr. Calderin for its projects. The bank records review revealed a $49,570 check from A1 to The Calderin Group, dated February 1, 2016, which warranted further investigation. (Exhibit 2) The investigation determined that these monies—from A1 to The Calderin Group—were converted into a cashier's check that was used as a bid bond to bid on MDAD RPQ 10052813, *MIA Cargo Buildings 700-701-702 & Ramps – Ext. Renovation & Painting Project,* a project procured under the County's MCC-7040 pool contract. The Calderin Group's bid was unsuccessful, and the monies were returned to A1 in April 2016. (Exhibit 3)

The OIG determined that this transaction aligned with the allegation in the complaint that Raciel Ramos (owner of A1) attended a pre-bid meeting and signed in under the firm name of The Calderin Group. A review of The Calderin Group's failed bid documents for this project show Mr. Calderin's and Mr. Ramos' close working relationship. The Calderin Group submitted the bid as the prime contractor responsible for 40% of the scope of work related to stucco repairs. A1 is listed as the SBE-C subcontractor responsible for 60% of the scope of work related to exterior painting. The document is signed by both Mr. Calderin and Raciel Ramos, Jr. (Exhibit 4)

MCC-8-10 project records show that in January and February of 2016, around the same time that A1 gave The Calderin Group $49,570, A1 was working on two active projects through the MCC-8-10 (MIA Dolphin & Flamingo Garages Structural Repairs and the MIA Hotel Business Center). Mr. Calderin was supervising both MCC-8-10 projects and A1's performance thereon. This undisclosed business relationship between Mr. Calderin and A1 presented a conflict of interest in Mr. Calderin's management of A1 relative to the MCC-8-10 contract.

Statement of Raciel Ramos, Jr.

On January 29, 2020, the OIG obtained a voluntary sworn statement from Mr. Raciel Ramos Jr. According to Mr. Ramos, Jr., A1 is a family company. Mr. Ramos Jr. began working for the company in 2008, as a painter. Since 2015, he has been the Project Manager. His father, Raciel Ramos, Sr., has always been the company President.

[13] The memo line of the check reads: "USCG – Epoxy"

Mr. Ramos, Jr. acknowledged that he has known Mr. Calderin since 2008 from doing work at the airport. He also acknowledged that his father had a long-standing relationship with MCM and Mr. Calderin. He admitted that A1 had conducted business with The Calderin Group outside of the MCC-08-10 contract.

Mr. Ramos, Jr. could not confirm why The Calderin Group paid A1 a $7,000 check in 2013, as it was prior to his taking over the function of the Project Manager. He did, however, recall the collaboration between A1 and The Calderin Group to bid on an Aviation Contract, *MIA Cargo Buildings 700-701-702 & Ramps – Ext. Renovation & Painting Project*, in February 2016 (one of the 18 unsuccessful bids on the County's MCC-7040 and MCC-7360 contracts.)

According to Mr. Ramos, Jr., Mr. Calderin likely approached his father to be a subcontractor on the above project. Mr. Ramos, Jr. stated that he was not privy to the initial arrangements of this agreement to collaborate on this project. He did acknowledge that he prepared, signed, and provided the check to Mr. Calderin to put up the bid bond as required by Miami-Dade County. He also acknowledged that he attended the pre-bid meeting on behalf of The Calderin Group. Ultimately, this project was awarded to another contractor and the funds were returned to A1. Mr. Ramos, Jr. confirmed that this collaboration was on-going, while A1 was also a subcontractor on MCC-08-10 projects. Mr. Ramos, Jr. denied that A1 ever paid 20% profits or any other type of kickback to anyone in exchange for MCC-08-10 subcontracts.

Statement of Alberto Calderin Regarding his Relationship with A1

Mr. Calderin stated that he knows Raciel Ramos, Sr. and his son Raciel Ramos, Jr. well. He met them through airport projects dating back to 2008. He admitted that he worked frequently with both father and son at the airport. Lately, Mr. Calderin works mostly with Ramos Jr., and that theirs is a business relationship.

Mr. Calderin acknowledged that A1 worked on a project for The Calderin Group outside of the airport—the Coast Guard station in Opa-Locka. Mr. Calderin was shown the A1 $49,570 check payable to The Calderin Group. Mr. Calderin explained that The Calderin Group and A1 had collaborated to obtain a non-MCC-8-10 contract at MIA. He explained that the money was used to support a bid bond for that project. Mr. Calderin emphasized that the money was returned when their bid failed. The OIG notes that during the interview, Mr. Calderin failed to mention his hiring of other MCC-8-10 subcontractors in his private business.

Statement of MCM: Relationship Between A1 and The Calderin Group

During the OIG's interview of the Munilla brothers, Jorge and Pedro, A1's work under the MCC-8-10 contract and A1's work with Mr. Calderin in his private business were discussed. Mr. Jorge Munilla stated that he is very familiar with A1 and its owners for over 15 years.[14] He stated that he is very proud of Racial Ramos, Sr. and considers him a success story. Mr. Jorge Munilla admitted that A1 does about 50 – 60% of MCM's painting jobs. He described the bidding process and said that there was no way to rig it.

The OIG showed them the check for $49,570 from A1 to The Calderin Group and explained that it was used to obtain the bid bond for an airport construction contract that they were pursuing. Mr. Jorge Munilla was unaware of the matter and stated only that he was surprised they had bid on an airport contract together.

Mr. Calderin's Relationship with Subcontractor 2 and Subcontractor 3

The OIG's review of The Calderin Group's bank records revealed two additional contractors that were doing projects for The Calderin Group at the same time they were performing work for MCM pursuant to the MCC-8-10 under the supervision of Mr. Calderin. These two additional firms were not disclosed by Mr. Calderin during our interview of him regarding A1.

Subcontractor 2 was awarded 11 subcontracts under MCC-8-10 between 2013 and 2019 and was paid approximately $975,000. The OIG randomly selected 5 project files for further review. No exceptions were found. In all 5 of the files sampled, there was evidence that requests for price quotes were properly advertised to the certified pool of subcontractors and/or in the Daily Business Review. For all 5 projects, Subcontractor 2 was awarded the subcontract as the lowest of at least three bidders.

Outside of the MCC-8-10 contract, however, the OIG found two payments made to Subcontractor 2 through The Calderin Group.

Table 3: Payments from The Calderin Group to Subcontractor 2

CHECK NO	CHECK DATE	PAYEE	AMOUNT	MEMO*
1216	10/2/2015	Subcontractor 2	$14,223.33	Edison Plaza Req #1
1283	9/14/2016	Subcontractor 2	$8,927.24	Elderly Plaza - fence final
			$23,150.57	

*Edison Plaza Project referenced in memo portion of the check is part of the Public Housing Site Lighting and Fencing project that was awarded to The Calderin Group under the County's MCC-7360 pool contract. However, Subcontractor 2 is not listed as a subcontractor in the PHCD project documents.

[14] The OIG found evidence that in addition to MCM awarding A1 subcontracts pursuant to MCC-8-10, MCM also used A1 as a subcontractor on other, non-MCC-8-10 projects. A1 was an MCM subcontractor on the collapsed FIU Bridge project and is listed as a defendant in MCM's bankruptcy proceeding.

Subcontractor 3 was awarded 12 subcontracts under MCC-8-10 between 2012 and 2019 and was paid almost $4 million. The OIG randomly selected five project files for further review. No exceptions were found. In all five of the files sampled, there was evidence that requests for price quotes were properly advertised to the certified pool of subcontractors and/or in the Daily Business Review. For all five projects, Subcontractor 3 was awarded the subcontract as the lowest of at least three bidders.

Outside of the MCC-8-10 contract, however, the OIG found three payments made to Subcontractor 3 through The Calderin Group.

Table 4: Payments from The Calderin Group to Subcontractor 3

CHECK NO	CHECK DATE	PAYEE	AMOUNT	MEMO*
1320	10/16/16	Subcontractor 3	$10,000.00	T1941 Advance payment
1332	12/07/16	Subcontractor 3	$31,080.50	T1941 - 10/25/2016
1342	01/26/17	Subcontractor 3	$7,249.50	T1941 - pay Add #2
			$48,330.00	

*T1941 referenced in the memo portion of the check is the WASD Lejeune Road Office Records Rehab project that was awarded to The Calderin Group under the County's MCC-7040 pool contract.

Based on the dates of the checks to both Subcontractor 2 and Subcontractor 3, Mr. Calderin was utilizing these firms as subcontractors in his private business via The Calderin Group at or around the same time that he was supervising their work under the MCC-8-10 contract, giving rise to additional undisclosed conflicts of interest.

Each one of these subcontracting engagements is tainted by possible conflicts. The fact that Mr. Calderin employed these three subcontractors—that he managed at the airport—on his own corporate contracts created a situation fraught with ethical hazards. Mr. Calderin was able to use his position to select subcontractors for his private enterprise based on their performance on the MCC-8-10 contracts that he supervised. Even the perception of a conflict of interest erodes confidence in the integrity and fairness of the miscellaneous construction contracting program at MDAD.

VII. MDAD'S EXPLANATION OF THE OUTSIDE EMPLOYMENT ISSUE

The OIG, on May 31, 2017, met with Mr. Enrique Perez, Chief of Construction, Facilities to discuss our preliminary findings. Mr. Perez stated that he has overseen the MCC-8-10 contract since approximately November 2016. Mr. Perez stated that four MDAD Project Managers are assigned to oversee MCC-8-10. Mr. Perez remarked that Mr. Calderin worked long hours yet had insufficient output for the number of hours logged. It was mentioned that Mr. Calderin exhibited "poor performance" and lacked "problem resolution."

Mr. Perez stated that he checked online, and it appeared as if Mr. Calderin was working outside the airport, which was a violation of the MCC-8-10 contract. Mr. Perez verified that neither MCM, nor Mr. Calderin, ever formally requested approval for outside employment, as required by the contract.

In 2017, a representative of Facilities told the OIG that MDAD was going to request that MCM reassign Mr. Calderin, and a new GM be assigned to the MCC-8-10 contract. The OIG investigation remained open. A 2019 OIG follow-up inquiry revealed that this reassignment never occurred. The follow-up inquiry produced conflicting statements as to how or to what extent MDAD addressed the issues detailed in this report with MCM.

After the OIG draft report was issued, on July 21, 2020, we received information from MDAD offering an explanation as to why Mr. Calderin was not removed from the GM position.[15] This explanation was provided by email and was not a supplemental response to MDAD's official response to the draft report. MDAD suggested that because Mr. Calderin's last pending county construction project—the WASD Administration Building—would be completed shortly, the outside employment violation would cure itself. MDAD further explains that due to unforeseeable time extensions and change orders on the WASD project, Mr. Calderin's outside employment violation continued longer than expected. From the OIG's perspective, MDAD never held MCM accountable for Mr. Calderin's years long violation of the MCC-8-10 contract.

VIII. RESPONSE TO THE DRAFT REPORT BY MCM AND MR. CALDERIN

The OIG received one response from MCM, which includes an affidavit provided by Mr. Calderin (see Appendix A). (A draft report was provided to Mr. Ramos, but no response was received from him.) A response was also received from MDAD that addressed OIG recommendations (Appendix B), which will be discussed in the next section.

MCM states that it believed this matter was resolved two years ago when Mr. Calderin agreed that he (The Calderin Group) would stop taking on new work. MCM also expressed relief that the investigation cleared Mr. Calderin of the allegations concerning kickbacks, but also acknowledges that Mr. Calderin's utilization of MCC-8-10 subcontractors on The Calderin Group's other projects "could needlessly create the appearance of impropriety."

MCM highlights that the day after receiving the draft report, it sought Mr. Calderin's replacement as the GM on the MCC-8-10 contract. However, MCM maintains that an MDAD project manager, Ms. Aida Bao-Garciga, verbally approved Mr. Calderin's outside

[15] Email from Enrique Perez (MDAD) to Jennifer Chirolis (OIG), cc: Pedro Hernandez (MDAD), subject: MCC 8 – Letter, July 21, 2020, 4:43 pm.

business activities so long as he did not bid on MCC-8-10 work. Mr. Calderin, in his affidavit to the OIG, confirmed the same noting that he acknowledges he failed to get Ms. Bao-Garciga's approval in writing.

Separate from its written response to the OIG, MCM provided the OIG with Mr. Calderin's and The Calderin Group's bank statements and tax returns to demonstrate that he stopped bidding on new projects in 2017 and that the last project (the WASD Administration Building) was wrapped up in January/February 2018 when the City of Miami issued the Certificate of Completion on January 17, 2018.

The OIG has confirmed that the aforementioned WASD project was completed in February 2018, even though the last payment was issued in June 2018 and the project remained open in the CIIS until February 2019. As such, this final report (see Table 1) has been revised to reflect the substantial completion dates.

As to Mr. Calderin's successor company, Primecon, MCM asserts that "...owning a company alone does not run contrary to the terms of the MCC-8-10 contract." Even if Primecon had not pursued or been awarded contracts, the fact of it applying and obtaining SBE-Con certification from the County is indicative of its desire to pursue contracting opportunities. As noted earlier in this report, Primecon was added to the MCC-7040 contract in February 2020.

After receiving Mr. Calderin's affidavit, the OIG re-interviewed Ms. Bao-Garciga, who has since retired. First, we note that when Mr. Calderin was first interviewed, he did not mention that he had received verbal approval from Ms. Bao-Garciga or any other MDAD project manager. Also, when the OIG interviewed Ms. Bao-Garciga, at the initiation of this investigation, Mr. Calderin's outside employment was not mentioned. Upon re-contacting Ms. Bao-Garciga, the OIG specifically inquired about her knowledge and possible verbal approval of Mr. Calderin's private business. Ms. Bao-Garciga stated that she has no recollection of ever discussing the issue of outside employment with Mr. Calderin. She further stated that "in fact [she] had no idea that he was operating his own company" and that regardless she would not have had the authority to approve of this activity and that it would have needed to be presented in writing and approved by upper management. When asked if there could have been a possible conversation between her and Mr. Calderin regarding this subject, she repeatedly stated that she had no recollection of this at all.

IX. OTHER LEGAL PROVISIONS AVAILABLE

Notwithstanding, Section 2.11.04 of the MCC-8-10 contract, the Miami-Dade County Code of Ethics and Conflict of Interest Ordinance provides a mechanism to designate contracted personnel as being subject to key provisions of the Ethics Code, by designating them as "contract staff." Section 2-11.1(b)(13) of the Code of Miami-Dade County (County Code) provides:

> The term 'contract staff' shall mean any employee and/or principal of an independent contractor [or] subcontractor, ... designated in a contract with the County as a person who shall be required to comply with the provisions of Subsections 2-11.1(g) [Exploitation of Official Position], (h) [prohibiting the use of confidential information], (j) [prohibiting conflicting outside employment], (l) [prohibiting certain investments], (m) [prohibiting certain appearances and payments], (n) [prohibiting certain actions when financial interests are involved], and (o) [prohibiting the acquisition of certain financial interests] of the Conflict of Interest and Code of Ethics Ordinance. Prior to determining whether to designate a person as a contract staff in a RFP, RFQ, bid or contract, the Mayor or his or her designees shall seek a recommendation from the Executive Director of the Ethics Commission."

By designating certain contracted personnel pursuant to this subsection, many of the same rules that apply to County employees would be extended to contracted personnel. Clearly, it does not make sense to designate personnel in all, or even most, County contracts under this County Code provision, but more and more, the County outsources many functions traditionally performed by County personnel. The phrase "extension of staff" is commonly used to describe consultants and other managerial personnel that are retained via contracts.

This is especially true for some MDAD contracts where some individuals have been performing in a full-time capacity as an extension of staff for several years. Some of the contract types where this designation is appropriate include professional services agreements for consultancy staff, management agreements, and the MCC-8-10 contract (and its successors). Here, County contract administrators thought it important enough to add the requirement that any work outside of the MCC-8-10 contract by the GM must be approved in advance by MDAD. The work of this particular contract, and specifically that of the GM, is to procure and oversee the work of subcontractors on these smaller construction projects on behalf of MDAD. Although officially MCM is the prime, general contractor, the work it performs and how it is compensated resembles an outsourced County function.[16]

[16] The OIG notes that MCM in its response to the draft report specifically disagrees with the OIG's assessment that MDAD's MCC Program functions as a delegation of MDAD's administrative function. MCM points out that as the

The OIG recently inquired about the frequency wherein Section 2-11.1(b)(13) of the County Code has been invoked. We could not find any cases. Commission on Ethics staff also advised that they could not recall being contacted by County staff to review any contracts for designation.[17]

Here, it just makes sense that the GM of the MCC-8-10 contract is designated as "contract staff" pursuant to Section 2-11.1(b)(13) of the County Code. It is a logical extension of the contract's existing provision requiring that the GM obtain MDAD's approval prior to engaging in outside employment or other work outside of the MCC contract. The prime contractor's employees essentially perform the same work that would have been performed by MDAD procurement and project staff but for the MCC-8-10 contract. MCM is paid a fee to manage the construction projects, including the procurement of subcontractors. These contracted individuals should be subject to key ethics provisions applicable to County procurement officers and contract managers.

The provisions found in Section 2-11.1 of the County Code clearly prohibit entering into contracts if the employee's (or "contract staff's") independence of judgment in the performance of his duties would be impaired. It is clear that the GM is responsible for procuring and overseeing the performance of the MCC-8-10 subcontractors. Overseeing and supervising the performance of subcontractors that are simultaneously functioning as business partners would certainly create an impairment to independent judgment.

X. OIG RECOMMENDATIONS & SUBSEQUENT ACTIONS TAKEN

The OIG's original recommendation number 1 to determine if Mr. Calderin was continuing to engage in outside employment through his new company, Primecon, became moot with Mr. Calderin's departure in July 2020. MDAD, in its responses to the other OIG recommendations, has pledged to require MCC-9-18 key management personnel to disclose their personal business interests. The OIG's original recommendation number 2 has been effectively addressed by the new disclosures being required by MDAD of all

General Contractor, it pulls permits and puts up a performance bond for each construction activity, it is held responsible for any defaults by subcontractors, and is subject to liquidated damages, etc. The OIG acknowledges these as key differences between the County's MCC-7040 and MCC-7360 programs and MDAD's MCC Program. Although there are differences, it remains a fact that the GM is also responsible for the procurement of the subcontractors, which would otherwise be performed by MDAD procurement staff. Moreover, MDAD, in its response to the OIG has concurred with the OIG's assessment and has already begun implementing our recommendations. MCM, in its replacement of Mr. Calderin as the GM, abided by MDAD's requirement that the new GM disclose his business ventures to be evaluated for any conflicts of interest.

[17] This is not the only OIG investigation involving contracted personnel in which the application of Section 2-11.1(b)(13) might be desired. The OIG will further explore the application of this provision with the County's procurement and contracting officers.

key management personnel. The remaining recommendations (renumbered) and MDAD's responses thereto follow below:

1. Going forward, MDAD should expand the provision (currently contained in Section 2.11.04 of the MCC-8-10 contract) that requires MDAD pre-approval of outside employment and other outside work to additional full-time personnel of the General Contractor. For the MCC-9-18 contract, MDAD should assess each of the key full-time positions for inclusion in this contract requirement. MDAD should also consider adding a requirement that the designated staff certify on an annual basis whether or not he/she has outside employment as a reminder of the person's responsibilities.

   MDAD's Response: *The Department concurs and will require future General Contractors under this type of Agreement to require all key management positions to disclose other owned or vested business interests and current construction projects. Department staff has discussed this with MCM to evaluate requiring the recommended disclosures from key management personnel, to be attested as accurate by each responding employee, and then forwarded to Department staff for review and approval.*

2. Going forward, MDAD should designate the MCC-9-18 contract as one where certain personnel are designated as "contract staff" pursuant to Section 2-11.1(b)(13) of the County Code. These individuals should but may not necessarily be the same positions identified by contract as requiring approval for engaging in outside employment.

   MDAD's Response: *The Department concurs. As indicated above, the Department will require annual attestations from the General Contractor's key management staff to disclose ownership and vested interests in other business ventures, as well as recent construction projects for review and approval.*

3. MDAD should examine its portfolio of contracts, including professional services agreements and management agreements, to assess whether contracted personnel are performing functions as an extension of County staff and, if so,

   a. determine whether these contracts should include a similar provision requiring disclosure and approval of outside employment, and

   b. determine whether to designate personnel as "contract staff" pursuant to Section 2-11.1(b)(13) of the County Code.

MDAD's Response: *The Department concurs. The inclusion of a requirement from contracted personnel performing as an extension to staff to disclose ownership and vested interests in other business ventures will be evaluated for future contracts.*

4. To the extent that contracted personnel are designated pursuant to Section 2-11.1(b)(13) of the County Code, MDAD, in conjunction with the Ethics Commission, should develop a training program for contract staff that addresses the specific provisions of the Code of Ethics and Conflict of Interest Ordinance applicable to them.

   MDAD's Response: *The Department concurs. We have contacted the Ethics Commission to provide ethics and conflict of interest training to MCM staff and they have graciously agreed to assist us in fulfilling this recommendation.*

XI. CONCLUSION

The OIG investigated two allegations of misconduct leveled against Mr. Calderin by an anonymous complainant. It was alleged that Mr. Calderin received 20% of the profits for awarding MCC-8-10 subcontracts to a painting subcontractor, A1. It was further alleged that A1 was representing The Calderin Group, a firm owned by Mr. Calderin, at pre-bid meeting. In the course of this investigation, the legality and ethics of Mr. Calderin's outside employment and the pursuit of business in partnership with MCC-8-10 subcontractors was questioned by the OIG.

While the OIG did not substantiate the allegation of kickbacks to Mr. Calderin, the OIG found evidence of a wanton violation of the MCC-8-10 contract's provision pertaining to unauthorized outside employment, and conflict of interest issues related to his business pursuits with subcontractors under his supervision as the General Manager of MCC-8-10. Mr. Calderin exacerbated his unauthorized outside employment by failing to keep his unsanctioned personal business separate and apart from his MCC-8-10 contract responsibilities.

Even after MDAD and MCM were apprised of Mr. Calderin's contract violations, neither party took action. MDAD did not demand Mr. Calderin's removal. MCM allowed Mr. Calderin to continue his outside employment without written authorization, relying on MDAD's leniency and tolerance for this contract violation. It should also be noted that it was only after the OIG draft report was released to the subject parties that MCM took action to replace Mr. Calderin. This report concludes the OIG's investigation of MDAD's MCC-8-10 and the activities of its General Manager.

* * * * *

Miami-Dade County
Office of the Inspector General

Exhibit 1

MDAD RPQ 10052813 Pre-Bid Meeting Sign-in Log
Raciel Ramos on Behalf of The Calderin Group

(2 pages)

OIG Case No. 16-0020-I

PRE-BID MEETING SIGN-IN SHEET

MDAD Cargo Buildings 700, 701 and 702 Exterior Renovation and PaintingPainting

RPQ# 10052813

January 8, ~~2015~~ 2016

COMPANY	NAME	PHONE NUMBER	E-Mail Address
Stone Concept Miami ✓	Ali Sarrafi	786-337-3425	hamid@scmiami.com
Allied Contractors ✓	George Gonzalez	(305)-819-4599	george@Allied-contractors.com
~~George~~ MNGC construction ✓	Jenel Rodriguez	786-385-0934	precon3@mngcconstruction.com
GECKO GROUP ✓	JIM ZADE	305 443 8482	JZADE@GECKOGROUP.US
TRINTEC CONSTRUCTION ✓	PETULIA SCHWARTZ	305 685 3001	PSCHWARTZ@TRINTECINC.COM
JCM Development ✓	JC Mena Jr	305 205 2212	JCMDev@bellsouth.net
JCM Development	JC Mena	(3) 595-3739	JCMDEV@Bellsouth.net
SBK Quality Contractors ✓	Jack Parra	7/660672S	JackSKcontractor@gmail.com
BUSCAM ✓	Ivan Busto	7/281 5300	OPERATIONS@buscam.com
"	Ivan Busto	7/3959773	" "
Small Business Development Liaison	Cesar Suarez	305-375-3115	CesarS@miamidade.gov
MDAD - West Cargo ✓	Gary Porter		GPorter@Miami-Airport.com
MDAD	Paul Rendorer	3/876-0740	prenderer@miami-airport.com

1/24/17 IG16-20 (MDAD Fac. Maint. - V. Forhat-Diaz)

PRE-BID MEETING SIGN-IN SHEET

MDAD Cargo Buildings 700, 701 and 702 Exterior Renovation and PaintingPainting

RPQ# 10052813

January 8, ~~2015~~ 2016

COMPANY	NAME	PHONE NUMBER	E-Mail Address
SA CONSULTANTS	HAMID SALEHI	305 867-9220	HAMID@SACONSULTANTS.CO
G.I.P. CONST. MGT INC	GUSTAVE I PEREZ SR	305 9896452	gipinc@gmail.com
Placeres construction	Carlos Placeres	(305)225-7958	cplaceres@bellsouth.net
JCM DEVELOPMENT	Eddy MASSU	305-216-5574	Massuii@gmail.com
EPIC CONSULTANTS, INC	DAVID MORAN	305-979-5774	dmoran@epic-consultants.com
THE CALDERIN GROUP	RACIEL RAMOS	305-434-3911	SERVICE@PROTECTIONCALL.COM

1/24/17 IG.16-20 (MDAD Fac Maint - V. Fahet-Diaz)

Miami-Dade County
Office of the Inspector General

Exhibit 2

A1 Check to The Calderin Group - $49,570

(1 page)

OIG Case No. 16-0020-I

COPY

2678

A1 ALL FLORIDA PAINTING INC.

DATE 2/01/2016

83-8413 / 2670 41737

PAY TO THE ORDER OF The Calderin Group — $ 49,570.00

Forty Nine Thousand Five hundred Seventy Dollars 00/100 DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

FOR MIA Cargo Bldg 700, 701, 702

⑈002678⑈ [redacted]

3685160060

ENDORSE HERE

TO BE DEPOSITED ONLY
Acct [redacted]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Security Features Included
MicroPrint Line
Complete Security Features
Security Screen

Results of document alteration
Not Small type in fine lines appears
Signs of chemical alteration
Appearance of Original Document
Not Blurred or Smudged

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

REQUEST 00006750653000000 49570.00
ROLL ECIA 20160201 000003685168060+
JOB ECIA E ACCT [redacted]
REQUESTOR U006748
17595476 02/28/2017 Research 17595647

Summons and Subpoenas Department
D1111-016
Charlotte NC 28201

Miami-Dade County
Office of the Inspector General

Exhibit 3

The Calderin Group Check to Return Funds to A1 - $49,570

(1 page)

OIG Case No. 16-0020-I

THE CALDERIN GROUP, CORP.
10866 S.W. 68 DRIVE
MIAMI, FL 33173

1256

63-751/631 10022
2000054087460

4/28/16
DATE

PAY TO THE ORDER OF A1 ALL FLORIDA PAINTING $ 49,570.00

FORTY-NINE THOUSAND FIVE-HUNDRED SEVENTY DOLLARS

WELLS FARGO
Wells Fargo Bank, N.A.
Florida
wellsfargo.com

FOR BID BOND DEPOSIT

[redacted] 01256

Harland Clarke

A1 All Florida Painting

CREDITED TO ACCOUNT OF
THIN NAMED PAYEE
FOR DEPOSIT ONLY
JP Morgan Chase Bank, NA

REQUEST 00006750655000000 49570.00
ROLL ECIA 20160513 000008823980126
JOB ECIA E ACCT [redacted]
REQUESTOR U006748
17595476 02/28/2017 Research 17596111

Summons and Subpoenas Department
D1111-016
Charlotte NC 28201

Miami-Dade County
Office of the Inspector General

Exhibit 4

The Calderin Group Bid Documents submitted to MDAD
Regarding Revised Bid Package ref:

MIA Cargo Bldg. 700, 701 &702, Exterior Restoration and Painting,
Contract No. MCC-7040 Plan – CICC7040-0/07, RPQ No. 10052813

(15 pages)

OIG Case No. 16-0020-I

Aviation
Maintenance Department
4200 NW 22 Street, Bldg 3030
Miami, Fl 33122

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7040 Plan - CICC 7040-0/07
RPQ No: 10052813

REVISED RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: MIA Cargo Bldg. 700, 701 & 702 Exterior Restoration and Painting

Item No.	Estimated Quantity	Description	Total
1	LS	Furnish all labor, equipment and material required to perform the work specified in the Scope of Work, the sum of	$ 874,000.-

Base Bid Price Proposal (Cost to Perform the work (Item No.1) **must** be stated here. State 'No Bid' if not submitting a price proposal) EIGHT-HUNDRED SEVENT-FOUR THOUSAND AND 00/100

2	Contingency Allowance	For unforeseen conditions, for construction changes and for quantity adjustments, if ordered by the owner, the sum of **(10% of item 1 above)**	$ 87,400.-
3	Dedicated Allowance	Costs for stucco repair beyond the area included in the base bid (50,000 SF), reimbursement of Security and Badging fees, any other unforeseen conditions if applicable, the sum of:	$ 30,000.00
TOTAL	**BID**	**(Items 1 through 3)**	$ 991,400.00

NINE-HUNDRED NINETY-ONE THOUSAND FOUR-HUNDRED AND 00/100 Dollars
and _____ cents

4 Unit price per SF for additional stucco repair to be paid under allowance account $ 6.80 per SF

Bidder's Company Name: THE CALDERIN GROUP, CORP.
Company Address: 10866 SW 68 DR.
City: MIAMI **State:** FL **Zip:** 33173
Telephone No: 3-910-3341 **Fax No:** _____ **Email:** SERVICE@PROTECTONCALL.COM

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER

Name of Person Submitting Quote (Print): ALBERTO CALDERIN
Number of Addendums received: 6 **(if none' write "None")**
Signature: _____ **Date:** 2/1/16.

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7040 Plan.*

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Appendix 5A

MIAMI-DADE COUNTY

SCHEDULE OF INTENT AFFIDAVIT (SOI)
SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE/CONS) PROGRAM

Name of Prime Contractor: THE CALDERIN GROUP, CORP. Contact Person: ALBERTO CALDERIN

Address: 10866 SW 68 DR. MIAMI FL 33173 Phone: 305-910-3341 Fax: _____ Email: SERVICE@PROJECTONCALL.COM

Project Name: MIA CARGO BLDGS 700-701-702 AND RAMPS PAINTING Project Number: RFQ 10052813

SBE/Cons Contract Measure: 100%

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE/Cons) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE/Cons goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE/Cons Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE/Cons Prime % of Bid
THE CALDERIN GROUP	14110	2/28/18	STUCCO REPAIRS	40%	
			Prime Contractor Total Percentage:		

The undersigned intends to perform the following work in connection with the above contract:

Name of SBE/Cons Subcontractor	SBE/Cons Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE/Cons Subcontractor	(if applicable) SBE/Cons Subcontractor % of Bid	(if applicable) SBE/Cons Subcontractor Trade Set Aside %	(if applicable) Construction Goal Make-Up %
A1 ALL FLORIDA PAINTING	12311	08/30/2016	Ext. Painting	60%		
			Subcontractor Total Percentage:			

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature	Prime Print Name	Prime Print Title	Date
	ALBERTO CALDERIN	PRESIDENT	2/1/16

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

SBE/Cons Subcontractor Signature	SBE/Cons Subcontractor Print Name	SBE/Cons Subcontractor Print Title	Date
	Raciel Ramos	President	2/01/2016

- [ ] Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.
- [ ] Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.
- [ ] Check this box if Form SBD 303 has been submitted in your pricing envelope.

List of Certified Firms: http://www.miamidade.gov/smallbusiness/certification-lists.asp

SBD's Website: http://www.miamidade.gov/smallbusiness/

Small Business Development
Certified SBE/CONS Firms as of
March 25, 2015

RM NAME	CONTACT	ADDRESS	PHONE FAX	CERT NO.	EXP. DATE	CERTIFIED BUSINESS ENTERPRISE TRADE CATEGORIES
RRECON DESIGN & CONSTRUCTION, INC. 11/04/2008	DONOVAN TERRELONGE	7515 SW 168th St Palmetto Bay, FL 33157-0000	305-256-9005 N/A	13870	04/30/2015	SBE/CONS LEVEL 1 236115 New Single-Family Housing Construction (Except Operative Builders) 236116 New Multifamily Housing Construction (Except Operative Builders) 236117 New Housing Operative Builders 236118 Residential Remodelers 236210 Industrial Building Construction 236220 Commercial And Institutional Building Construction 237110 Water And Sewer Line And Related Structures Construction 238110 Poured Concrete Foundation And Structure Contractors 238120 Structural Steel And Precast Concrete Contractors 238910 Site Preparation Contractors
SLA ELECTRIC INC. 11/01/2002	JAVIER BEJARANO	11621 SW 117th Ct Miami, FL 33186-0000	305-302-8883 305-232-5641	9483	03/31/2015	SBE/CONS LEVEL 1 238210 Electrical Contractors And Other Wiring Installation Contractors
SLA ENGINEERING INC 08/17/2009	JOSEPH PADRON	17910 SW 137th Ct Miami, FL 33177-0000	305-252-0076 N/A	15695	07/31/2017	SBE/CONS LEVEL 1 238210 Electrical Contractors And Other Wiring Installation Contractors
E CALDERIN GROUP, CORP 09/29/2008	ALBERTO CALDERIN	10866 SW 68th Dr Miami, FL 33173-0000	305-910-3341 305-596-9514	14110	02/28/2018	SBE/CONS LEVEL 1 236115 New Single-Family Housing Construction (Except Operative Builders) 236116 New Multifamily Housing Construction (Except Operative Builders) 236117 New Housing Operative Builders 236118 Residential Remodelers 236210 Industrial Building Construction 236220 Commercial And Institutional Building Construction 237110 Water And Sewer Line And Related Structures Construction 238110 Poured Concrete Foundation And Structure Contractors 238120 Structural Steel And Precast Concrete Contractors 238910 Site Preparation Contractors
E CHESTER GROUP, INC.	WALLACE B. CHESTER	1441 NW 137th St	786-586-3941	8717	11/30/2017	SBE/CONS LEVEL 1

irms that have timely submitted re-certification applications which are "Under Review" are listed in red. Firms listed in red with "Under Review" designation in the Expiration Date column have not received fin proval. You may contact the firm or SBD for approval status.

rms with "Under Review" designations may request an expedited certification review by submitting documentation relative to their participation on an upcoming project. Contact SBD (305-375-2378) for more ormation.

BID NO.:
BID TITLE:

COLLUSION AFFIDAVIT

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

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

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

I state that the bidder of this contract:

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

OR

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

_____ _____

_____ _____

_____ _____

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

By: _____ 2/1/ 20 16
Signature of Affiant — Date

ALBERTO CALDERIN, PRESIDENT — 38-3794700
Printed Name of Affiant and Title — Federal Employer Identification Number

THE CALDERIN GROUP, CORP.
Printed Name of Firm

10866 SW 68 DR. MIAMI, FL 33173
Address of Firm

BID NO.:
BID TITLE:

SUBSCRIBED AND SWORN TO (or affirmed) before me this 1 day of Feb, 2016

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

Type of identification

Virginia Mirabal
Signature of Notary

EE 156020
Serial Number

Virginia Mirabal
Print or Stamp Name of Notary

3/29/2016
Expiration Date

Notary Public – State of Florida

Notary Seal

VIRGINIA MIRABAL
MY COMMISSION # EE 156020
EXPIRES: March 29, 2016
Bonded Thru Notary Public Underwriters

Aviation
Maintenance Department
4200 NW 22 Street, Bldg 3030
Miami Fl 33159

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: MCC 7040 Plan - CICC 7040-0/07 Plan
RPQ No: 10052813

RPQ ADDENDUM

(Attachment 9)

Addendum No:	1	Date	1/6/2016
RPQ No:	AV 7040: 10052813	Bid Due Date	1/21/2016
Project No:	10052813	Project Title	MIA Cargo Bldgs. 700 - 701 - 702 and ramps Exterior Renovation and Painting
Project Location:	Bldgs. 700, 701 and 702	Project Manager	Vivian Forhat-Diaz
Site Meeting Date:	1/8/2016	Site Meeting Time:	09:00 AM
Project Duration:	60 Days		

The Location of the Mandatory Pre-bid meeting has been changed, the new location is:
2461 NW 66th Ave.
2nd fl. Suite 208
Miami, FL. 33122
Bldg. 702

All else remains the same. This document must be signed and returned as part of your RPQ response. Failure to return this document signed may result in your RPQ Response being rejected as non-responsive.

Name of Contractor: THE CALDERIN GROUP, CORP.

Name of Individual Authorized to Sign: ALBERTO CALDERIN

Title: PRESIDENT

Signature:

Date: 2/1/16

Aviation
Maintenance Department
4200 NW 22 Street, Bldg 3030
Miami Fl 33159

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: MCC 7040 Plan - CICC 7040-0/07 Plan

RPQ No: 10052813

RPQ ADDENDUM

(Attachment 9)

Addendum No:	2	Date	1/14/2016
RPQ No:	AV 7040: 10052813	Bid Due Date	1/28/2016
Project No:	10052813	Project Title	MIA Cargo Bldgs. 700 - 701 - 702 and ramps Exterior Renovation and Painting
Project Location:	Bldgs. 700, 701 and 702	Project Manager	Vivian Forhat-Diaz
Site Meeting Date:	1/8/2016	Site Meeting Time:	09:30 AM
Project Duration:	120 Days		

This Addendum serves to respond to the Request for Information (RFI) submitted by:

- Mr. De Armas, of Allied Contractors on 01/11/16:

Question 1.1 Please provide the mandatory pre-bid attendance sheet.
Answer 1.1 See attached

Question 1.2 Could you please indicate if the owner will provide water for the pressure cleaning?
Answer 1.2 Water to be supplied by MDAD using available hose bibs.

Question 1.3 Could you please indicate if the owner will provide power for all the equipment to perform this job?
Answer 1.3 110 V power will be supplied where available. Contractor shall be responsible for securing all extension cords in a safe manner.

Question 1.4 Could you please indicate if the expenses to obtain the IDs for project manager, superintendent and labors will be reimbursable, or it should be included in the base bid?
Answer 1.4 The cost for the MDAD Badges will be reimbursable.

Question 1.5 Could you please indicate if the GC will have access to parking spots?
Answer 1.5 Vehicle parking is available on roof tops. Some truck or container parking is available at Bldg. 702 north end.

Question 1.6 For bidding purpose, could you please indicate the total stucco area in SF for each building and ramps?
Answer 1.6 Stucco repairs will be made only to all visual cracks and faults as per walk thru.

Question 1.7 For bidding purpose, could you please indicate the total filling cracks linear foot for each building and ramps?
Answer 1.7 As visible per walk thru, same as above.

Question 1.8 Could you please indicate if the caulking for windows and storefronts are included in the base bid? If so, could you please provide details of what caulking the owner want?
Answer 1.8 Yes, as per Item 1.1 of the RPQ, contractor shall remove and re-caulk around all windows and doors. Please refer to Item 1.10 of the RPQ for caulking specifications.

Question 1.9 Could you indicate hours of operation for this project?
Answer 1.9 24/7 as coordinated with tenants.

- Mr. Moran of Epic Consultants on 01/12/16:

Question 2.1 Please confirm that contractors are only required to paint the exterior fire sprinkler pipes.
Answer 2.1 Confirmed.

Question 2.2 Please allow for more frequent invoicing.
Answer 2.2 Contractor will be allowed to submit by-weekly progress payment as long as there is a substantial work progress.

Question 2.3 Please confirm who will be provide water and electricity and where are the utility connection located
Answer 2.3 Refer to answer 1.2 and 1.3.

Question 2.4 Confirm that the contractors are not required to paint and/or replace any of the signage
Answer 2.4 Confirmed.

Responses to the rest of the RFIs questions are currently being prepared.

Page 1 of the RPQ; change the Calendar Days for Project Completion: 60 for 120.

THE BID DUE DATE HAS BEEN POSTPONED; THE NEW BID DUE DATE WILL BE THURSDAY, JANUARY 28, 2016; AT 2:00 PM.

All else remains the same. This document must be signed and returned as part of your RPQ response. Failure to return this document signed may result in your RPQ Response being rejected as non-responsive.

Name of Contractor: THE CALDERON GROUP, CORP.

Name of Individual Authorized to Sign: ALBERTO CALDERON

Title: PRESIDENT

Signature:

Date: 2/1/16

Aviation
Maintenance Department
4200 NW 22 Street, Bldg 3030
Miami Fl 33159

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: MCC 7040 Plan - CICC 7040-0/07 Plan
RPQ No: 10052813

RPQ ADDENDUM

(Attachment 9)

Addendum No:	3	Date	1/15/2016
RPQ No:	AV 7040: 10052813	Bid Due Date	1/28/2016
Project No:	10052813	Project Title	MIA Cargo Bldgs. 700 - 701 - 702 and ramps Exterior Renovation and Painting
Project Location:	Bldgs. 700, 701 and 702	Project Manager	Vivian Forhat-Diaz
Site Meeting Date:	1/8/2016	Site Meeting Time:	09:30 AM
Project Duration:	120 Days		

This Addendum serves to respond to the Request for Information (RFI) submitted by:

- Mr. De Armas, of Allied Contractors on 01/11/16:

Question 1.1 For bidding purpose, could you please indicate the total painting area in SF for each building and ramps?
Answer 1.1 See attached plans for the buildings. No available plans for the ramps.

Question 1.2 For bidding purposes, could you please provide how many doors, rolling doors, louvers and windows haseach building?
Answer 1.2 See attached plans.

Question 1.3 For bidding purpose, could you please provide the linear foot of railing of each ramp to be painted?
Answer 1.3 Plans are not available for the ramps. Contractor must perform field measurements

Question 1.4 For bidding purpose, could you please indicate the linear foot of piping of each building to be painted?
Answer 1.4 Contractor must perform field measurements.

- Mr. Moran of Epic Consultants on 01/12/16:

Question 2.1 Provide building plans/drawings for accurate measurements.
Answer 2.1 See attached plans.

- Mr. Busto of Buslam on 01/15/16:

Question 3.1 This project is practically a single trade project and our firm with our own workforce can perform all of the work included in this project, our firm is also CSBE level 1 certified and has experience and the capacity to perform all of the work. During the pre-bid meeting it was stated that we could only comply with 50% of the CSBE requirements for the project. Considering the fact that we do not need to subcontract in order to perform this project, and we are certified as a CSBE Level 1, can we be considered to meet 100% of the CSBE requirements with our own company without the need to subcontract?
Answer 3.1 The CSBE level 1 contractor can perform one hundred percent (100%) of the scope of services with its own force on a single trade project. When there are auxiliary trades that required subcontracting the sub-contractors must be CSBE certified.

Question 3.2 During the pre-bid meeting it was stated that a set of plans and elevations would be provided in order for us to calculate the areas. And have an accurate bid. Can you please confirm if this plans will in fact be provided, or if we are expected to walk through and take our measurements in person
Answer 3.2 See attached plans.

Responses to the rest of the RFIs questions are currently being prepared.

All else remains the same. This document must be signed and returned as part of your RPQ response. Failure to return this document signed may result in your RPQ Response being rejected as non-responsive.

Name of Contractor: THE CALDERIN GROUP, CORP.

Name of Individual Authorized to Sign: ALBERTO CALDERIN

Title: PRESIDENT

Signature:

Date: 2/1/16

Aviation
Maintenance Department
4200 NW 22 Street, Bldg 3030
Miami Fl 33159

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: MCC 7040 Plan - CICC 7040-0/07 Plan
RPQ No: 10052813

RPQ ADDENDUM

(Attachment 9)

Addendum No:	4	Date	1/21/2016
RPQ No:	AV 7040: 10052813	Bid Due Date	1/28/2016
Project No:	10052813	Project Title	MIA Cargo Bldgs. 700 - 701 - 702 and ramps Exterior Renova and Painting
Project Location:	Bldgs. 700, 701 and 702	Project Manager	Vivian Forhat-Diaz
Site Meeting Date:	1/8/2016	Site Meeting Time:	09:30 AM
Project Duration:	120 Days		

Please delete RPQ Bid Form – Attachment 5A and replace it with the attached REVISED RPQ Bid Form – Attachment 5A
RPQ Item 1.1: Delete Chiller enclosure from the scope of work.
This Addendum serves to respond to the Request for Information (RFI) submitted by:
- Mr. Zade, of Gecko Group on 01/19/16:
Question 4.1 Have you determined the Stucco repair area so that every contractor can bid on the same amount?
Answer 4.1 For bidding purposes, contractor shall consider a maximum area of 50,000 SF for Stucco repair. Contractor shall provide a unit price per SF for additional stucco repair to be paid under the dedicated allowance. Please refer to the REVISED RPQ Bid Form.
Question 4.2 Can the surety use their own form for the Bid Bond?
Answer 4.2 Any Bid Bond form approved by the State of Florida will be accepted. Contractor shall submit a certified check or a cashier's check payable to the Board of County Commissioners of Miami-Dade County in lieu of a Bid Bond.
- Mr. De Armas, of Allied Contractors on 01/19/16:
Question 5.1 Please provide the area of stucco repairs for each building?
Answer 5.1 Refer to Answer 4.1 above.
Question 5.2 Please confirm that the existing rolling doors of each building will be painted ONLY in the exterior side
Answer 5.2 Confirmed, only the rolling doors at Landside shall be painted. Doors at Airside shall be pressure cleaned only.
Question 5.3 Please confirm that the existing bollards and the existing metal barriers/metal bumpers next to each building are not included in the scope of work.
Answer 5.3 Confirmed.
Question 5.4 Please confirm that the plants and trees next to each building will be cut in half by OWNER to perform the painting job easier.
Answer 5.4 Confirmed.
- Mr. Moran of Epic Consultants on 01/19/16:
Question 6.1 Please provide a quantity of stucco repair.
Answer 6.1 Refer to Answer 4.1 above.
Responses to the rest of the RFIs questions are currently being prepared.

All else remains the same. This document must be signed and returned as part of your RPQ response. Failure to return this document signed may result in your RPQ Response being rejected as non-responsive.

Name of Contractor: THE CALDERON GROUP, CORP.

Name of Individual Authorized to Sign: ALBERTO CALDERON

Title: PRESIDENT

Signature: [signature]

Date: 2/1/16

Aviation
Maintenance Department
4200 NW 22 Street, Bldg 3030
Miami Fl 33159

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7040 Plan - CICC 7040-0/07 Plan
RPQ No: 10052813

RPQ ADDENDUM

(Attachment 9)

Addendum No:	5	Date	1/26/2016
RPQ No:	AV 7040: 10052813	Bid Due Date	2/1/2016
Project No:	10052813	Project Title	MIA Cargo Bldgs. 700 - 701 - 702 and ramps Exterior R and Painting
Project Location:	Bldgs. 700, 701 and 702	Project Manager	Vivian Forhat-Diaz
Site Meeting Date:	1/8/2016	Site Meeting Time:	09:30 AM
Project Duration:	120 Days		

Add the following to RPQ Item 1.13:
- Any and all chemicals used must be biodegradable and fully EPA approved.
- Pressure cleaning work shall be in compliance with applicable local environmental protection regulations set for the pressure washing industry. Prevent any illegal dumping of wash water discharge to avoid fines and environmental problems related to the exterior cleaning.
- Storm drainage inlets that may receive wash water runoff during pressure cleaning activities must be temporarily protected in accordance with the MDAD Best Management Practices available from the MDAD Environmental and Civil Engineering Section. To a minimum, all inlets shall be temporarily protected with straw bales, booms or sandbags to create barriers to sediments and/or pollutants. In addition, a wire mesh must be installed over all openings to prevent sediments from entering the system while allowing water flow into the storm drain. The contractor shall be responsible for installation and removal of all control devices subsequent to completion of the construction activities.

This Addendum serves to respond to the Request for Information (RFI) submitted by:

- Mr. Moran of Epic Consultants on 01/19/16:
Question 2.1 Please specify the requirements for MOT and its location..
Answer 2.1 MOT and Staging Plans: The contractor shall prepare and submit a staging/storage plan for all material and equipment to be used on the project for review and approval by the MDAD property manager, representative from the MDAD Landside and/or Airside Operations as well as the MDAD project manager. The plan shall include drawings depicting the staging/storage area as well as an explanation regarding how the proposed area will be secured and protected. All materials and/or equipment shall be stored and secured within the staging/storage area pre-approved by the MDAD.
Maintenance of Traffic Plans shall conform to the Florida Department of Transportation (FOOT) Roadway and Traffic Design Standards, latest issue and the FHWA Manual on Uniform Traffic Control Devices (MUTCD), latest issue. Meetings with representatives from MDAD Properties, Landside and Airside Operations may be required. Bidders shall carefully account for all costs to meet this requirement on the bid.

- Ms. Schvarts of Trintec construction on 01/21/16:
Question 6.2 What is the warranty for this project?
Answer 6.2 As per MDD 7040, workmanship warranty is 1 year form final acceptance. Material warranty is 12 years as per Sherwin William's Specifications.

- Mr. Busto of Buslam on 01/22/16:
Question 7.1 Please confirm if the building adjacent to Building 702, at the Northeast Corner, behind the parking lot ramp, will or will not be included in the scope of work
Answer 7.1 The Chiller enclosure is not part of the scope of work

- Mr. Zade of Gecko Group on 01/19/16:
Question 4.3 As noted during the site visit, the structural steel of soffits at parking level are deteriorated. These will require the review of an engineer to determine their integrity. Will MDAD provide an independent engineer to inspect and provide plans or details for repair? Given the unknown condition of these soffits, and without a set of plans, it is impossible to determine the scope of work for soffit repair. We suggest that this item be treated as a contingency and

not included in the base bid.
Answer 4.3 Contractor to replace all soffits at parking level. Please see plans attached.

THE BID DUE DATE HAS BEEN POSTPONED; THE NEW BID DUE DATE WILL BE MONDAY, FEBRUARY 1, 2016; AT 2:00 PM.

All else remains the same. This document must be signed and returned as part of your RPQ response. Failure to return th document signed may result in your RPQ Response being rejected as non-responsive.

Name of Contractor: THE CALDERIN GROUP CORP.

Name of Individual Authorized to Sign: ALBERTO CALDERIN

Title: PRESIDENT

Signature:

Date: 2/1/16

Aviation
Maintenance Department
4200 NW 22 Street, Bldg 3030
Miami Fl 33159

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: MCC 7040 Plan - CICC 7040-0/07 Plan
RPQ No: 10052813

RPQ ADDENDUM

(Attachment 9)

Addendum No:	6	Date	1/28/2016
RPQ No:	AV 7040: 10052813	Bid Due Date	2/1/2016
Project No:	10052813	Project Title	MIA Cargo Bldgs. 700 - 701 - 702 and ramps Exterior R and Painting
Project Location:	Bldgs. 700, 701 and 702	Project Manager	Vivian Forhat-Diaz
Site Meeting Date:	1/8/2016	Site Meeting Time:	09:30 AM
Project Duration:	120 Days		

This Addendum serves to respond to the Request for Information (RFI) submitted by:

- Mr. Pinzon of Epic Consultants on 01/26/16:
Question 8.1 Field conditions shows there is a fire alarm device installed in the parking soffits wall, please indicate if these fire alarm devices are to be removed, stored, reinstalled , tested and re-certified.
Answer 8.1 The contractor is responsible for completing a Shut-down request form (see Supporting Documents Attachment #16) listing the start and end dates. Once approved, MDAD fire techs shall remove the device and reinstall upon completion.
Question 8.2 Please indicate the existing fire alarm contractor in buildings 700, 702 and 703.
Answer 8.2 Fire alarm issues are handled by MDAD Fire Protection Division.

All else remains the same. This document must be signed and returned as part of your RPQ response. Failure to return th document signed may result in your RPQ Response being rejected as non-responsive.

Name of Contractor: THE CALDERON GROUP, CORP.

Name of Individual Authorized to Sign: ALBERTO CALDERON

Title: PRESIDENT

Signature:

Date: 2/1/16

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

CALDERIN, ALBERTO J
(THE) CALDERIN GROUP CORP
10866 SW 68 DR
MIAMI FL 33173

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1518163 ISSUED: 07/16/2014

CERTIFIED GENERAL CONTRACTOR
CALDERIN, ALBERTO J
(THE) CALDERIN GROUP CORP

IS CERTIFIED under the provisions of Ch 489 FS
Expiration date AUG 31 2016 L1407160001355

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1518163	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

CALDERIN, ALBERTO J
(THE) CALDERIN GROUP CORP
10866 SW 68 DR
MIAMI FL 33173

ISSUED: 07/16/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1407160001355

0066296 — Office AU #
11-24 — 1210(8)

CASHIER'S CHECK

SERIAL #: 6629601542

ACCOUNT#[redacted]

Remitter: ALBERTO J CALDERIN
Purchaser: ALBERTO J CALDERIN
Purchaser Account: [redacted]
Operator I.D.: fl002763 fl002763
Funding Source: Paper Items(s)

February 01, 2016

PAY TO THE ORDER OF ***BOARD OF COUNTY COMMISSIONERS***

Forty-nine thousand five hundred seventy dollars and no cents **$49,570.00**

Payee Address:
Memo: RPQ AV 7040-10052813

VOID IF OVER US $ 49,570.00

WELLS FARGO BANK, N.A.
900 SW 57TH AVE
MIAMI, FL 33144
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER – IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

NON-NEGOTIABLE

Purchaser Copy

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PRINTED ON LINEMARK PAPER – HOLD TO LIGHT TO VIEW – FOR ADDITIONAL SECURITY FEATURES SEE BACK

VOID VOID VOID

0066296 — Office AU #
11-24 — 1210(8)

CASHIER'S CHECK

6629601542

Remitter: ALBERTO J CALDERIN
Operator I.D.: fl002763 fl002763

February 01, 2016

PAY TO THE ORDER OF ***BOARD OF COUNTY COMMISSIONERS***

Forty-nine thousand five hundred seventy dollars and no cents **$49,570.00**

Payee Address:
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VOID IF OVER US $ 49,570.00

WELLS FARGO BANK, N.A.
900 SW 57TH AVE
MIAMI, FL 33144
FOR INQUIRIES CALL (480) 394-3122

AUTHORIZED SIGNATURE

Details on Back — Security Features Included

⑈6629601542⑈ ⑆121000248⑆4861 513265⑈

Check returned to Lucia Calderin
LUCIA CALDERIN
on April 26, 2016.

Miami-Dade County
Office of the Inspector General

Appendix A

MDAD's Response to the Draft Report

(3 pages)

OIG Case No. 16-0020-I

Memorandum

MIAMI-DADE COUNTY

Date: July 15, 2020

To: Mary Cagle
Inspector General

From: Lester Sola
Aviation Director

Subject: Response to Draft Report – MCC-8-10 Contract – 16-0020-1

This memorandum is in response to the Office of the Inspector General's (OIG) referenced draft report, dated June 30, 2020, regarding outside employment and conflicts of interest related to the Miami-Dade Aviation Department's MCC-8-10 Contract with Munilla Construction Management, Inc. (MCM). The Department's response to the OIG's recommendations (bolded and italicized) precede our course of actions, as follows:

OIG RECOMMENDATIONS and MDAD RESPONSES

1) ***As mentioned earlier in this report, Mr. Calderin currently has a new company, Primecon, LLC, that recently obtained County certification as an SBE-C. While MDAD did eventually become aware of Mr. Calderin's outside activities with The Calderin Group, MDAD has not approved of his outside work with Primecon. MCM and Mr. Calderin should be required to officially disclose this to MDAD for approval, and MDAD should seriously consider whether to approve.***

   Department Response:
   The Department concurs. In 2017, Department staff verbally advised MCM of Mr. Calderin's activities under The Calderin Group and mandated no additional outside activity was to occur. As reported by the OIG, The Calderin Group continued to actively engage in other County Department construction projects after 2017 despite the Department's edict. The Department requested MCM remove Mr. Calderin as the Project Manager for all MDAD construction projects and they have agreed. Additionally, the Department has asked MCM to evaluate requiring its key staff to disclose business ventures they own or have a vested interest for review of conflicts of interest.

2) ***While Section 2.11.04 of the MCC-8-10 contract only designates the General Manager whose outside work activities require MDAD approval, MDAD should closely examine the corporate relationships between MCM employee Ms. Mirabal and Subcontractor 3 to determine whether they pose actual conflicts of interest in the administration of the MCC-8-10.***

   Department Response:
   The Department concurs. MCM staff has been asked to formally respond to the results of this report and to provide clarity as to the business relationships identified by the OIG. Resulting information will be reviewed and evaluated for conflicts of interest and should any be found corrective actions from MCM will be required.

3) ***Going forward, MDAD should expand the provision (currently contained in Section 2.11.04 of the MCC-8-10 contract) that requires MDAD pre-approval of outside employment and other outside work to additional full-time personnel of the General Contractor. For the MCC-9 contract, MDAD should assess each of the key full-time positions for inclusion in this contract requirement. MDAD should also consider adding a requirement that the designated staff certify on an annual basis whether or not he/she has outside employment as a reminder of the person's responsibilities.***

Department Response:
The Department concurs and will require future General Contractors under this type of Agreement to require all key management positions to disclose other owned or vested business interests and current construction projects. Department staff has discussed with MCM to evaluate requiring the recommended disclosures from key management personnel, to be attested as accurate by each responding employee, and then forwarded to Department staff for review and approval.

4) ***Going forward, MDA should designate the MCC-9 contract as one where certain personnel are designated as "contract staff" pursuant to Section 2-11.1(b)(13) of the County Code. These individuals should but may not necessarily be the same positions identified by contract as requiring approval for engaging in outside employment.***

Department Response:
The Department concurs. As indicated above, the Department will require annual attestations from the General Contractor's key management staff to disclose ownership and vested interests in other business ventures, as well as recent construction projects, for review and approval.

5) ***MDAD should examine its portfolio of contracts, including professional services agreements and management agreements, to assess whether contracted personnel are performing functions as an extension of County staff and if so,***

   a. ***determine whether these contracts should include a similar provision requiring disclosure and approval of outside employment, and***

   b. ***determine whether to designate personnel as "contract staff" pursuant to Section 2-11.1(b)(13) of the County Code.***

Department Response:
The Department concurs. The inclusion of a requirement from contracted personnel performing as an extension to staff to disclose ownership and vested interests in other business ventures will be evaluated for future contracts.

6) ***To the extent that contracted personnel are designated pursuant to Section 2-11.1(b)(13) of the County Code, MDAD, in conjunction with the Ethics Commission, should develop a training program for contract staff that addresses the specific provisions of the Code of Ethics and Conflict of Interest Ordinance applicable to them.***

Department Response:
The Department concurs. We have contacted the Ethics Commission to provide ethics and conflict of interest training to MCM staff and they have graciously agreed to assist us in fulfilling this recommendation. To comply with social distancing requirements, online or webinar training is being established. The success of this training endeavor will allow us to provide the training to other designated contract staff, where applicable.

Should you have any questions regarding our response, please contact Pedro Hernandez, MDAD Assistant Director, Facilities Development Management at 305-876-7928.

c: Jose Arrojo, Executive Director, Commission on Ethics and Public Trust

Miami-Dade County
Office of the Inspector General

Appendix B

MCM's Response to the Draft Report
Includes MCM's Exhibits 1 and 2

(7 pages)

OIG Case No. 16-0020-I

September 21, 2020

General Mary Cagle
Office of the Inspector General
601 NW 1st Court, 22nd Floor
Miami, FL 33136

EMAIL
Mary.Cagle@miamidade.gov

RE: MCM Response to MCC-8-10 Draft Report of Investigation

Dear General Cagle,

This letter servers as MCM's response to the Office of Inspector General's ("OIG") draft report ("Draft Report") of the Miami-Dade Aviation Department's ("MDAD") Miscellaneous Construction Contract ("MCC-8-10 Contract") investigation.

We should first point out that MCM understood this investigation had been closed for over two (2) years, when it was agreed that Mr. Calderin's company would stop taking on new work, and Mr. Calderin would not perform any work outside of MCM and, more specifically, the MCC-8-10 Contract. In this regard, MCM was surprised when it found out a Report of the investigation was going to be issued.

As you know, MCM is in the midst of a procurement dispute for the follow-on contract to the MCC-8-10 Contract. If the OIG is satisfied with the results and cure which was implemented over two (2) years ago, we respectfully request the matter be closed without the issuance of a report to eliminate the OIG's report being used as weapon by MCM's competition and avoid undue slanted media reporting. Alternatively, if the OIG decides a report must be issued, I request it publish the report after the award of the MCC-9 contract to eliminate the perception that the timing of the report may be due to behind the scenes political pressure from our opponents in that procurement.

I should say, I became MCM's president at the beginning of this year; at the time of receipt of the Draft Report, most of the allegations and issues raised therein were news to me. The Draft Report shows the OIG's investigation arose from allegations the OIG received that Mr. Calderin, MCM's at the time General Manager for MCC-8-10, , was steering work to A1 All Florida Painting, Inc. ("A1") in exchange of kick back(s). We're glad the OIG report clears him of such allegations. As part of its investigation, the OIG findings further disclosed that Mr. Calderin utilized MCC 8-10 subcontractors and MCM personnel on projects not associated with either MCM or the MCC-8-10 Project. Even though the OIG found all these to be arms' length transactions, I agree these actions could needlessly create the appearance of impropriety.

Upon receipt of the Draft Report, MCM immediately sought the County's approval for Mr. Calderin's replacement, affording MCM time to conduct its own investigation. See email of July 1, 2020 at Exhibit 1. Thereafter, I met with Mr. Calderin and he agreed to resign and no longer serves as our General Manager. Mr. Calderin has since been replaced and MCM remains in full compliance with all the MCC-8-10 requirements, and MCM has implemented new measures to ensure the absence of all appearances of impropriety from ever happening again.

As far as allegations of Mr. Calderin's poor performance in the OIG report, I can only speak for his work while I have been MCM's President, and he has done a great job as the General Manager during my tenure. Prior to my time as MCM's President, I rely on the Project report cards, and the high scores speak for themselves and are a testament to how the MCC-8-10 Project was run.

Since my involvement, I have helped the OIG gather additional information showing the appearance of impropriety concerns were all addressed and cured without damage. I also shared with the OIG that Mr. Calderin verbally received the County's consent, via Aida Bao-Garcia, for his company to continue to work while he was the MCC-8-10 General Manger, as long as his company was not bidding on MCC-8-10 projects.

We provided evidence of that agreement and provided the OIG evidence that all extra MCC-8-10 contract(s) Mr. Calderin was involved with were completed by January 2018 (see Mr. Calderin's affidavit at Exhibit 2); moreover, since my taking over as MCM's president, and in light of the facts brought to my attention by the OIG report, Mr. Calderin was expeditiously replaced with the full consent of the MDAD.

We must note the Draft Report got some material facts wrong. Most importantly, MDAD did pre-approve Mr. Calderin to continue working for his company, The Calderin Group Corp., as long as it did not bid on MCC projects. See Id.. This was approved by Ms. Aida Bao-Garcia at one of the initial MCC-8-10 Contract meetings. Unfortunately, the consent was never issued in writing, but the facts show Mr. Calderin believed he was in compliance with the general manager requirements imposed by the MCC-8-10 Contract, evidenced by Miami Dade Aviation's permitting The Calderin Group Corp. to bid on MIA contracts outside of MCC8-10.

Contrary to the assertions made in the Draft Report, the facts also show that after this matter was brought to MCM's attention in 2017, Mr. Calderin was required to stop, and did stop, the operations of The Calderin Group Corp. By January 17th 2018, Calderin Group had finished all its Projects. See Id. Moreover, The Calderin Group Corp. and it successor company has not bid or pursued any work since then. See Id. Even though Mr. Calderin would not have been allowed to personally dedicate time to pursuits outside of MCC-8-10 without written approval, we believe Mr. Calderin owning a company alone does not run contrary to the terms of the MCC-8-10 contract; furthermore, as per Mr. Calderin, his ownership was disclosed and approved by MDAD. Accordingly, we do not see any value in adding that part to the report.

We further disagree with the OIG assertions that the MCC-8-10 is a delegation of MDAD administrative functions. MCM is a General Contractor, acting as a General Contractor, ready to perform any construction project awarded to it by MDAD for the contractual period of MCC-8-10. Yes, MCM's contract has very stringent requirements concerning the use of SBE-CONs, which are out of the ordinary. But setting that apart, the entire MCC-8-10 contract is equivalent to a standard Miscellaneous Construction Contract, not the performance of an administrative function for the County. For example: if this was merely an administrative function, MCM (a) would not be providing a Bond, (b) would not be subject to liquidated damages, (c) would not be contracting with subcontractors to perform the work; (c) would not be responsible for the defaults of its subcontractors; (d) would not be pulling permits for all the work; (e) would not be paying subcontractors directly, (f) would not warrant the work for one year after completion, and (g) would not indemnify the County from the injury or death due to the negligence of its subcontractors. Significantly, as stated in the Draft Report: The County continues to perform the administrative function through FMDD which, "through assigned MDAD Project Managers and their supervisors, are responsible for assuring that MCM adheres to all contractual obligations of MCC-8-10."

We must note, the Draft Report's description of the Contract Administration Process is no longer accurate. The Draft Report describes our practice of two years ago, when we assume the majority of the Draft Report was originally prepared. Now, after the County's implementation of the Business Management Workforce System (BMWS) with LCPtracker, the subcontractors are notified via the BMWS in addition to other notices including the advertisement on Periodicals.

Regarding OIG's conclusions, we are glad the OIG determined the anonymous allegations that Mr Calderin was receiving kickbacks were not substantiated. We addressed Mr Calderin's alleged use of other MCM personnel in our earlier preliminary response and for the reasons cited therein, we most respectfully repeat our objection to these becoming part of the report. We do agree that The Calderin Group's use of subcontractors that were working on MCC-8-10 contracts and more significantly, its having an implied joint venture agreement with the owner of one of the MCC-8-10 subs to bid on a project, which even though not successful, were causes for major concern as these actions could create the appearance of impropriety and should never have transpired. MCM was not aware of such arrangements, and the proper steps have been taken to make sure these do not ever happen again.

MCM's new General Manager has been made fully aware of the draft report and this response and has agreed to comply with all the MCC-8-10 requirements.

Once again and most respectfully, I suggest the OIG report need not be published since this matter was cured over two years ago and publishing the report now could unjustly affect the County's bidding process since the current MCC-9 Procurement is under the County's review, and MCM believes it is the responsive/responsible bidder with the highest score. A report such as this could wrongly tilt the scales. Amongst other reasons, we are concerned publishing the

report at this critical time may be interpreted to be a political hit job, and the good work performed by your Office is much too important to be comprised.

Most Respectfully Submitted,

Daniel Munilla
MCM- President

cc: Patra Liu, OIG
Eric Zichella, P3 Miami

Daniel F. Munilla

From: Daniel F. Munilla
Sent: Wednesday, July 1, 2020 9:32 PM
To: eperez@miami-airport.com
Subject: MCC 8
Attachments: Letter to Jorge Munilla07032018.pdf

Dear Enrique,

As you may know, MCM is in receipt of a draft OIG report concerning outside employment and conflicts of interests. Most of the allegations raised in the report are news to me, and all predate my tenure as President of MCM. From my preliminary investigation, I found that MCM understood this matter was closed in 2018 when Mr. Calderin sent the attached letter.

In light of the draft report, I will be conducting a thorough investigation and will respond to the OIG. In the interim, we would request MDAD approve the following alternates for MCM's General Manager position: Juan Munilla, John Perez-Gurri and/or Alejandro Munilla. Note that John may request leave to work remotely due to his concerns associated with COVID 19. I will provide you with their CV's tomorrow.

Best Regards

DANIEL F. MUNILLA
PRESIDENT

MCM
BUILDING EXCELLENCE

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EXHIBIT "1"

EXHIBIT " 2 "

20-0920 AFFIDAVIT OF ALBERTO CALDERIN

I, Alberto Calderin, hereby declare as follows:

I have read that certain Draft Report Of Investigation from the Miami-Dade County Office Of The Inspector General regarding Outside Employment and Conflicts of Interest Related to Miami-Dade Aviation Department's MCC-8-10 Contract with Munilla Construction Management, and wish to clarify the following:

1. Shortly after taking the position of the General Manager for MCM for the MCC-8-10 contract, I approached Aida Bao-Garcia , who was the person in charge for the program for Miami Dade Aviation Department (MDAD) and sought her approval for The Calderin Group Corp. (The Calderin Group), to bid and contract work outside the MCC-8-10 Contract.
2. At the time I explained to Aida Bao-Garcia that I had an interest in The Calderin Group together with my partner who would primarily handle the work for The Calderin Group.
3. Ms. Aida Bao-Garcia was OK with my request and approved The Calderin Group undertaking work on the condition that
   a. The Calderin Group would under no conditions be permitted to bid or work on MCC-8-10 contracts; and,
   b. My responsibilities as General Manager for MCM for the MCC-8-10 contract could not be impacted.
4. I realize I should have obtained that approval in writing, but I failed to do so. However, I request that the OIG confirm that Ms. Aida Bao-Garcia approved the aforementioned.
5. When the OIG opened its investigation, based on allegations which the OIG has since disproven, I met with MDAD and with Jorge Munilla of MCM.
6. Jorge Munilla and I agreed that certain of the matters mentioned in the report gave the appearance of impropriety and should not have transpired, but we were lead to believe that so long as The Calderin Group immediately stopped all further bidding and expedited Project close outs, , the investigation would be closed.
7. Contrary to the statements of the draft report that The Calderin Group Corp. continued its operations during 2019, The Calderin Group stopped all bidding in 2017 and obtained the certificate of Completion of its last project on January 17, 2018. Subsequently, The Calderin Group has not performed any other work and I have not worked for anyone other than MCM and specifically the MCC-8-10 contract.
8. On or about March 2018, I confirmed my compliance to Jorge Munilla, the president of MCM at the time.
9. At the time I received the OIG Draft report, I met with Daniel Munilla, the new MCM president and we both agreed it would be best for me to resign from MCM.
10. In furtherance of that conversation, I submitted my resignation and Juan Munilla became the General Manager of the MCC-8-10 contract, with MDAD's approval.
11. To evidence the above I have delivered to Daniel Munilla the following:
    - Cease and Decease letter provided to JORGE Munilla in March 2018

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- City of Miami's Building Certificate of project completion of last job bid and performed by The CALDERIN Group dated 1/17/2018.
- Bank proof of The CALDERIN Group's bank account closing on 12/29/2018.
- The CALDERIN Group's FS at the end of 2018 showing the bank reconciliation at 12/31/2018.
- The CALDERIN Group's FS at the end of 2019 showing zero activity in the fiscal year.
- The CALDERIN Group's 2019 Tax Return filed as "final return"
- Document # P08000088746 resignation of my partner dated 6/27/2018.
- Executed contracts of contractors 1 and 2 mentioned in the Report.

I hereby declare that the information above is true and correct; I appreciate the thorough investigation performed by the OIG and that the Draft Report's finding that no preferred treatment was provided by Alberto Calderin to certain MCM subcontractors.

Alberto Calderin

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