

MEMORANDUM

Agenda Item No. 14(A)(4)

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

DATE: September 1, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving award of construction contract to TGSV Enterprises, Inc. for the Joseph Caleb Auditorium Front-of-House and Various Renovations Project No. C23-CUA-CALEB-FOH, in an amount not to exceed \$26,205,196.00 with a term of 547 calendar days for contract performance, plus a 55 calendar day owner-controlled time contingency, funded from Building Better Communities General Obligation Bond Program funds and Countywide Infrastructure Investment Program; and authorizing the County Mayor to execute construction contract, exercise any and all provisions contained therein, execute ancillary administrative documents, exercise termination and contractual remedies, approve modifications, and enforce all terms and conditions therein

Resolution No. R-767-26

The accompanying resolution was prepared by the Department of Cultural Affairs and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.


Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Memorandum



Date: September 1, 2026

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

From: Daniella Levine Cava 
Mayor

Subject: Construction Contract Award Recommendation for the Joseph Caleb Auditorium Front-of-House and Various Renovations Project, Project and Contract No. C23-CUA-CALEB-FOH, to TGSV Enterprises, Inc.

Executive Summary

This item seeks approval from the Board of County Commissioners (Board) to award Project and Contract No. C23-CUA-CALEB-FOH, Joseph Caleb Auditorium Front-of-House and Various Renovations, to the lowest responsive and responsible bidder, TGSV Enterprises, Inc. (TGSV), in the combined not-to-exceed amount of \$26,205,196.00. This Contract will complete the renovation of the Joseph Caleb Auditorium (JCA) front-of-house and auditorium area (approximately 16,500 square feet) and the adjacent courtyard (approximately 24,400 square feet) by implementing layout changes to improve space functionality and ADA access, replacing and upgrading building system components, finishes, theatrical systems, and equipment, and upgrading the adjacent courtyard, which is an integral part of the visitor and patron experience for the Joseph Caleb Center. Approval will authorize a term of 547 calendar days for contract performance, plus a 55-calendar-day owner-controlled time contingency.

Recommendation

It is recommended that the Board award the competitively-solicited construction contract No. C23-CUA-CALEB-FOH to TGSV Enterprises Inc. This item has been prepared by the Department of Cultural Affairs (CUA) and is recommended for approval pursuant to Section 2-8.1 of the Code of Miami-Dade County. Approval will authorize a contract in an amount not-to-exceed \$26,205,196.00 inclusive of a base bid amount of \$24,940,740.00; deduct alternates for a total reduction of \$757,220.00, a contingency of \$1,209,176.00 (5.00%), a time allowance valued at \$82,500.00 (0.34%); a dedicated allowance amount for permits of \$400,000.00 (1.65%) and a dedicated allowance of \$330,000.00 (1.36%) for various building components that are currently inaccessible and may require replacement, as determined during the course of construction. The aggregate 8.36% of the contract price allocated to dedicated and contingency allowance accounts is within the 10% prescribed for renovation projects.

Background

The JCA is a 962-seat theater housed in a free-standing building that is part of the Joseph Caleb Center, a government hub offering services and a public library branch. For four decades, the JCA has been the gathering place for cultural and civic activities in Liberty City. The JCA is the cultural epicenter of this neighborhood, offering outstanding performances and high-quality arts education programs for children and families.

The Front-of-House and Various Renovations project (Project No. C23-CUA-CALEB-FOH) encompasses roughly 16,500 square feet of interior space and a 24,400-square-foot adjacent courtyard upgrades, including main interior lobby, public spaces, and theater system areas; and the creation of an outdoor performance space, landscape enhancements, and expanded urban tree canopy. This project follows the completion of the JCA Back-of-House renovations and expansion, adding 4,300 square feet of dressing rooms, green rooms, and loading docks, allowing the venue to attract and present quality performances and productions, generating revenue for operations of the venue. The project is funded by the Building Better Communities General Obligation Bond Program (GOB-BBC), Countywide Infrastructure Investment Program (CIIP), and by a \$1,000,000.00 grant from the State of Florida, Department of State's African-American Cultural and Historical Grant (AACH) Program. Completion of the project will serve as a County-wide community benefit and generate departmental revenue through theater rentals, ticket sales, concessions, and other revenue-generating opportunities.

A Request for Proposals for the Front-of-House and Various Renovations project was issued under full and open competition on October 2, 2025. On the solicitation closing date of March 11, 2026, the County received three proposals. One proposal was found non-responsive by the County Attorney's Office (CAO). The remaining two proposals were evaluated, and the lowest responsive and responsible proposer is recommended for award herein.

Scope

The impact of this agenda item is countywide. The JCA is located at 5400 NW 22nd Avenue, within County Commission District 3, which is represented by Commissioner Keon Hardemon.

Delegated Authority

Upon Board approval, the County Mayor or County Mayor's designee may exercise all provisions, including the termination provisions, within the contract, consistent with the Standard Construction General Contract Conditions. In addition to the authority to execute, implement, and enforce this contract, which is consistent with the authorities granted under the Code of Miami-Dade County, the County Mayor or County Mayor's designee is also authorized to execute ancillary administrative documents necessary to implement and administer the contract, in a form approved by the County Attorney's Office (including, but not limited to, Notice to Proceed, Notice to Cure, and permit applications); authorize payments for additional services, allowances, and reimbursables as defined in the contract; exercise termination and other contractual remedies in the contract; and determine substantial completion and final acceptance.

The County Mayor or County Mayor's designee is also authorized to approve modifications to the scope of work in the contract, provided such changes remain within the scope of the Board-approved award, do not exceed available funding, and do not violate any applicable provisions of the Code of Miami-Dade County, Implementing Order 3-39, or other contractual requirements. This authority is necessary to provide staff the flexibility to address unforeseen field conditions.

Fiscal Impact/Funding Source

The fiscal impact to the County is \$26,205,196.00, inclusive of the Inspector General (IG) Fee.

Funding is included in the FY2025-2026 Adopted Budget and Multi-Year Capital Plan and more specifically detailed below:

Item No.	Program No.	Project No.	FY2025-26 Adopted Budget Page	Funding Source	Amount
1	9310220	70377	188	CIIP	\$10,280,196.00
2	9310220	3007062	188	BBC-GOB #383	\$3,925,000.00
3	931360	3008824	190	CIIP	\$12,000,000.00
				Total	\$26,205,196.00

Vendor Selection and Track Record

On March 11, 2026, Cultural Affairs received and opened three (3) bids in response to the October 2, 2025 advertisement for an open competitive solicitation for Project/Contract No. C23-CUA-CALEB-FOH.

Company Name	Base Bid Amount*
Stratix Group, LLC	deemed non-responsive
TGSV Enterprises, Inc.	\$24,940,740.00
JRT Construction Co.	\$26,301,626.00

*Base bid amount does not include contingencies or dedicated allowances

The following due diligence was performed to determine that TGSV is the lowest responsive and responsible bidder:

- On May 15, 2026, the County Attorney's Office (CAO) issued an opinion finding that the Stratix Group, LLC bid was nonresponsive due to the submittal lacking the required bid security. The CAO opinion is attached to this memorandum as **Exhibit A**.
- Because contract measures were assigned, the three (3) bids were forwarded to the Strategic Procurement Department (SPD) Division of Small Business Development (SBD) for a Compliance Review. On May 1, 2026, SBD issued the results of its compliance review. TGSV was determined to be in compliance with the Implementing Order for the Small Business Enterprise (SBE/G&S) program for construction services. The Project Worksheet and the SBD Compliance Review letter are attached to this memorandum as **Exhibits B and C**, respectively.
- Pursuant to Resolution No. R-187-12, CUA performed a review of the vendor information in the Business Management Workforce System (BMWS). No adverse information was found regarding TGSV.
- According to the contract history viewed in the Capital Improvement Information System (CIIS) on June 4, 2026, TGSV was awarded two contracts in the past three (3) years, for a combined total amount of \$3,040,641.30.
- TGSV has twenty-four (24) evaluations in CIIS with an average for all ratings of 3.2 out of possible 4.0 maximum.
- On July 31, 2026, pursuant to Ordinances 94-26 and 94-72, CUA sent the Notice of Intent to Award to the three (3) bidders through which it informed the bidders that any protest of the award to TGSV must be filed within 3 days after filing the recommendation with the Clerk of the Board (COB). A

copy of the Recommendation for Award provided to and stamped by the COB on July 31, 2026 is attached to this memorandum as **Exhibit D**.

Based on the due diligence above, TGSV is the lowest responsive and responsible bidder. The proposed contract, signed by TGSV, is attached to this memo as **Exhibit E**.

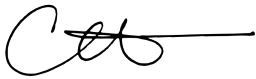
Track Record/ Contract Monitoring

The Department of Cultural Affairs, through its Director, Ashlee K. Thomas, and the staff listed below will oversee the implementation of the Contract. The Department team has a track record of successfully implementing and managing capital design and construction projects.

Capital Projects Chief: Marie Denis / 305.375.4981 / marie.denis@miamidade.gov

Capital Contracts Manager: Dorixis Batista / 305-375-4619 / dorixis.batista@miamidade.gov

Construction Projects Manager: Eduardo Vivas / 305-375-4637 / eduardo.vivas@miamidade.gov



Christopher Hudtwalcker
Chief of Staff

SIGNATURE PAGE

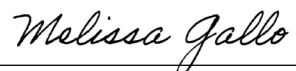
**Project and Contract No. C23-CUA-CALEB-FOH
Joseph Caleb Auditorium Front-of-House and Various Renovations**



Ray Baker *NM*
Office of Management and Budget Director

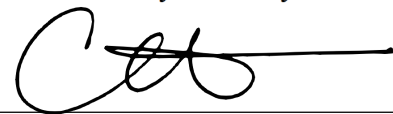
08/13/2026
Date

Approved as to legal sufficiency



Melissa Gallo
Assistant County Attorney

8-13-26
Date



Christopher Hudtwalcker
Chief of Staff to Mayor Daniella Levine Cava

08/13/26
Date



MEMORANDUM

(Revised)

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

DATE: September 1, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☒ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved *Daniella Lane Cova* Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(4)
9-1-26

RESOLUTION NO. R-767-26

RESOLUTION APPROVING AWARD OF CONSTRUCTION CONTRACT TO TGSV ENTERPRISES, INC. FOR THE JOSEPH CALEB AUDITORIUM FRONT-OF-HOUSE AND VARIOUS RENOVATIONS PROJECT NO. C23-CUA-CALEB-FOH, IN AN AMOUNT NOT TO EXCEED \$26,205,196.00 WITH A TERM OF 547 CALENDAR DAYS FOR CONTRACT PERFORMANCE, PLUS A 55 CALENDAR DAY OWNER-CONTROLLED TIME CONTINGENCY, FUNDED FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FUNDS AND COUNTYWIDE INFRASTRUCTURE INVESTMENT PROGRAM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CONSTRUCTION CONTRACT, EXERCISE ANY AND ALL PROVISIONS CONTAINED THEREIN, EXECUTE ANCILLARY ADMINISTRATIVE DOCUMENTS, EXERCISE TERMINATION AND CONTRACTUAL REMEDIES, APPROVE MODIFICATIONS, AND ENFORCE ALL TERMS AND CONDITIONS THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the award of a construction contract to TGSV Enterprises, Inc. for the Joseph Caleb Auditorium Front-of-House and Various Renovations Project, No. C23-CUA-CALEB-FOH, in an amount not to exceed \$26,205,196.00, funded from Building Better Communities General Obligation Bond Program funds and Countywide Infrastructure Investment Program, with a term of 547 calendar days for contract performance,

plus a 55 calendar days owner-controlled time contingency. A complete set of the construction contract documents for this project are on file and available upon request from the Department of Cultural Affairs.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the construction contract for the Joseph Caleb Auditorium Front-of-House and Various Renovations project attached hereto and made a part hereof, to exercise any and all provisions, including termination or cancellation provisions, contained therein, and to enforce all terms and conditions thereof. The County Mayor or County Mayor's designee is also authorized to execute ancillary administrative documents necessary to implement and administer the contract, in a form approved by the County Attorney's Office (including, but not limited to, Notice to Proceed, Notice to Cure, and permit applications); authorize payments for additional services, allowances, and reimbursables as defined in the contract; exercise termination and other contractual remedies in the contract; and determine substantial completion and final acceptance. The County Mayor or County Mayor's designee is also authorized to approve modifications to the scope of work in the contract, provided such changes remain within the scope of the Board-approved award, do not exceed available funding, and do not violate any applicable provisions of the Code of Miami-Dade County, Implementing Order 3-39, or other contractual requirements.

The foregoing resolution was offered by Commissioner **Keon Hardemon** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

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

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



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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mmg

Melissa M. Gallo
Yuval E. Manor

Memorandum



Date: May 15, 2026

To: Graham Winick
Assistant Director
Miami-Dade County Department of
Cultural Affairs

From: Eduardo W. Gonzalez
Assistant County Attorney
County Attorney's Office

Subject: Request for Responsiveness
Determination -Joseph Caleb
Auditorium Front-of-House and Various
Renovations - Project No. C23-CUA-
CALEB-FOH

You have asked if the bid received by the low bidder, Stratix Group, LLC (Stratix), for the above-mentioned project is responsive. The bid is non-responsive. The solicitation at issue required the submission of a bid bond. Stratix did not provide a bid bond or any alternate form of bid security in its submission. Consistent with prior opinions of this office, Stratix's failure to submit a bid bond or any legally adequate alternate form of bid security renders its bid non-responsive. *See* Matter of: Elevator Services & Sales, Inc., B- 193519 (Comp. Gen.), 79-1 CPD P 102, 1979 WL 12921 (Comp. Gen. Feb. 13, 1979) (failure to provide bid bond where solicitation requires one renders bid nonresponsive). Moreover, the failure to submit a bid bond with a bid or proposal cannot be cured by subsequently submitting a bond or other bid security. *See, e.g.*, Opinion No. 2003-196, Office of the Attorney General of the State of Alabama (July 22, 2003) (holding that bid security submitted only minutes after bid submittal and bid opening is a non-waivable defect). You also have informed this office that Stratix failed to submit pricing. Because Stratix's failure to submit a bid bond renders its bid nonresponsive, we need not provide an opinion on the failure to provide pricing, but such failure may provide an additional basis for Stratix's bid to be deemed non-responsive.



Office of Small Business Development

Project Worksheet

Project/Contract Title: Joseph Caleb Auditorium Renovation
 Received Date: 9/6/2024
 Resubmittal Date: 11/21/2024

Project/Contract No: C23-CUA-Caleb-FOH
 Funding Source: Other

Department: Cultural Affairs

Estimated Cost of Project/Bid: \$16,000,000.00

Description of Project/Bid: The Project consists of the renovation of approximately 16,500 square feet of the Joseph Caleb Auditorium.

Contract Measures

Measure	Program	Goal Percent
Goal	SBE – Goods & Services	2.00%

Reasons for Recommendation

This project was resubmitted due to the project estimate increase from \$9.6M to \$16M.

SMALL BUSINESS ENTERPRISE – GOODS & SERVICES (SBE-G&S).

SBD reviewed this project pursuant to Implementing Order 3-41 for an SBE-G&S measure. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source; these indicate a 2.00% SBE-G&S Subcontractor Goal is appropriate in the following recommended commodities: (NIGP 33055) Fencing, Temporary Construction and Other Industrial or Safety Uses, (NIGP 96239) Hauling Services, (NIGP 91039) Janitorial and Custodial Services, (NIGP 97773) Toilets and Showers, Portable, Rental, (NIGP 90976) Site Work (Incl. Site Clean-Up), (NIGP 79050) Sod, Grass and (NIGP 98852) Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services. The SBE-G&S Goal can be met by a 1st Tier and 2nd Tier certified SBE firms.

NIGP 91039 Janitorial and Custodial Services, NIGP 96239 Hauling Services, NIGP 33055 Fencing, Temporary Construction and Other Industrial or Safety Uses, NIGP 79050 Sod, Grass, NIGP 90976 Site Work, NIGP 97773 Toilets and Showers, Portable, Rental or Lease, NIGP 98852 Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services

Small Business Contract Measure Recommendation

Subtrade	Category
Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services	SBE-G&S
Sod, Grass	SBE-G&S
Site Work (Inc. Site Clean-Up)	SBE-G&S
Toilets and Showers, Portable, Rental or Lease	SBE-G&S
Hauling Services	SBE-G&S
Fencing, Temporary Construction and Other Industrial or Safety Uses	SBE-G&S
Janitorial and Custodial Services	SBE-G&S

Living Wages: YES ☐ NO ☒ Highway: YES ☐ NO ☒ Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒ Building: YES ☐ NO ☒

SBD Director

Date

Memorandum

MIAMI-DADE
COUNTY

DATE: May 1, 2026

TO: Dorixis Batista, Capital Contracts Manager
Department of Cultural Affairs

FROM: Elena Quevedo, Assistant Director
Strategic Procurement Department *Elena Quevedo*

SUBJECT: Compliance Review
Project No. C23-CUA-CALEB-FOH
Joseph Caleb Auditorium Front-of-House and Various Renovations

The Project Review and Analysis Unit has completed its review of the subject project for compliance with the Small Business Enterprise Goods and Services (SBE-G&S) Program for construction services. The contract measure established for this project is a 2.00% SBE-Services subcontractor goal.

The Department of Cultural Affairs submitted bid documents that included the Certificates of Assurance (COA) for the firms listed below acknowledging the project’s SBE measure. The firms were required to submit Utilization Plans (UPs) identifying the SBE subcontractor(s) to fulfill the measure via the Business Management Workforce System (BMWS) and the following is the pre-award compliance status and summary.

<u>FIRM</u>	<u>STATUS</u>
1. JRT Construction, Co.	Compliant
2. Stratix Group, LLC	Compliant
3. TGSV Enterprises, Inc.	Compliant

SUMMARY:

1. JRT Construction, Co., a non-certified SBE-G&S firm, submitted the required Utilization Plan (UP) committing to utilize the following certified SBE-G&S firm: Cami-Axle Construction Corp., to provide site work (including site clean-up) services at 2.00% in satisfaction of the 2.00% SBE-G&S subcontractor goal. The subcontractor confirmed its participation via the BMWS in agreement with the measure. **JRT Construction, Co.,** has satisfied the contract’s 2.00% subcontractor goal and is in compliance with the overall Small Business measure established for this contract.

2. Stratix Group, LLC, a non-certified SBE-G&S firm, submitted the required Utilization Plan (UP) committing to utilize the following certified SBE-G&S firm: RJ Spencer Construction, LLC to provide construction consulting and inspection services at 9.00% in satisfaction of the 2.00% SBE-G&S subcontractor goal. The subcontractor confirmed its participation via the BMWS in agreement with the measure. **Stratix Group, LLC** has satisfied the contract’s 2.00% subcontractor goal and is in compliance with the overall Small Business measure established for this contract.

3. TGSV Enterprises, Inc., a non-certified SBE-G&S firm, submitted the required Utilization Plan (UP) committing to utilize the following certified SBE-G&S firms: Jampro Demolition Inc., to provide janitorial, hauling, and general construction services at 1.01% and Lucas David Design, Inc., to perform landscaping services at 0.99% in satisfaction of the 2.00% SBE-G&S subcontractor goal. The

subcontractor confirmed its participation via the BMWS in agreement with the measure. **TGSV Enterprises, Inc.**, has satisfied the contract's 2.00% subcontractor goal and is in compliance with the overall Small Business measure established for this contract.

The Project Review and Analysis Unit has verified that none of the aforementioned firms is listed in the Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years with an open violation. Please be reminded that the Project Review and Analysis Unit's review is specific to the SBE-G&S Program. The Department of Cultural Affairs is responsible for any other issues that may exist.

Should you have any questions or need any additional information, please do not hesitate to call Darrell Belgrave, Capital Improvement Project Specialist, at (305) 375-3151.

c: Eric Perez, SPD



Daniella Levine
Cava, Mayor

Department of Cultural Affairs
111 NW 1st Street, Suite 625
Miami, FL 33128

July 28, 2026

Richard Gomez
TGSV Enterprises, Inc.
1301 West 68th Street
Hialeah, Florida, FL
33104

TELEPHONE: 305-558-9020

Re: Recommendation for Award for Contract
RPQ No: **C23-CUA-CALEB-FOH**
Joseph Caleb Auditorium Front-of-House and Various Renovations
5400 NW 22nd Ave, Miami, FL 33142

Dear Richard Gomez:

In accordance with Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County and Implementing Order 3-21, this letter serves to notify you and all bidders on this solicitation that your firm has been recommended for award of the referenced Request for Price Quotation (RPQ) based on the bid submitted on Wednesday, March 11, 2026. Pursuant to the referenced legislation, the three (3) day protest period shall commence upon the filing of this recommendation to award with the Clerk of the Board. This contract award will be effective only in accordance with the conditions of the solicitation, which requires execution by both parties of the Notice to Proceed (NTP).

The contract value is Twenty-Six Million, Two Hundred Five Thousand, One Hundred Ninety-Six Dollars and Zero Cents (\$26,205,196.00), as follows:

Base Bid	\$24,940,740.00
Total Base Bid includes the following Alternates and Adjustments:	
ALTERNATE A (Exterior Signage)	-213,385.00
ALTERNATE B (Kitchen Equipment)	
ALTERNATE C (Elevator & Elevator Associated Improvements)	
ALTERNATE D (Theatrical Lighting)	
ALTERNATE E (Theatrical Rigging)	
ALTERNATE F (Acoustical Treatment)	-296,580.00
ALTERNATE G (Audio Visual Systems)	
ALTERNATE H (Steinway Piano)	-153,655.00
ALTERNATE J (Courtyard Renovation)	
ALTERNATE K (Main Entrance Structural Canopy)	-93,600.00
Adjusted Base Bid	\$ 24,183,520.00
Owner Controlled Allowances and Contingencies:	
Time Allowance	82,500.00
Allowance for Owner Directed Repairs of Various Building Components	330,000.00
Allowance for Permit Fees	400,000.00
Project Construction Contingency	1,209,176.00
SUBTOTAL	\$2,021,676.00
Total Construction Contract Award Amount	\$26,205,196.00

RECEIVED BY CLERK
Circuit & County Courts
Miami-Dade County, Florida
FILED FOR RECORD
3:31:49 PM, 7/31/2026
CLERK OF THE BOARD

MDC015

The contract timeline for completion of the Project is Five Hundred and Forty-Seven (547) calendar days. An additional Contract Time Allowance of Fifty-Five (55) calendar days shall be added to the contract timeline to be used at the discretion of the County for unforeseen conditions.

Upon issuance of this letter of recommendation to award the contract, and prior to the issuance of the Notice to Proceed, the contractor shall become thoroughly familiar with the permitting requirements for this project, including but not limited to general building permits, trades permits, and trades bonding requirements. As a requirement to and prior to the issuance of the Notice to Proceed, the contractor shall provide written confirmation to the County that it has become fully knowledgeable of the permitting requirements and shall provide a clear description of the same, and that it is ready to secure the required permits within 5 days from the date the NTP is issued.

The award is contingent upon the submission and approval of the following documents:

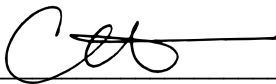
- Insurance Certificates listing the required coverage for General Liability, Auto Liability (Owned, Non-owned and Hired Vehicles) and Workers Compensation as required by Florida Statute Chapter 440.
- Payment and Performance Bond
- Schedule of Values
- Project's Baseline Schedule
- Sub-contractors list

The preceding Documents are required as outlined within the RPQ project specification. They must be submitted to the Department of Cultural Affairs prior to the issuance of NTP. Failure to submit the required documents will result in the award being rescinded.

Subsequent to the review and approval of the referenced documents, you are required to obtain the necessary permits in the time frame stipulated in the RPQ. Upon obtaining the permit(s), copies must be submitted to the Project Manager prior to commencement of work. No work is to be performed without a permit (if applicable). Following receipt of the permit(s), the Project Manager may schedule a pre-construction conference and issue a Notice to Proceed authorizing the performance of the work.

This letter shall also serve as a reminder that all work must be performed in accordance with the scope of work and contract terms and conditions, all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations. Should you have any questions please contact Eduardo Vivas, Project Manager, at 305.927.8060.

Sincerely,



Christopher Hudtwalcker, Chief of Staff

c.: Ashlee K. Thomas, Director
Marie Denis, Capital Projects Chief
Dorixis Batista, Capital Contracts Manager
Eduardo Vivas, Construction Projects Manager

00 52 13
CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into on this ____ day of _____, 20____, by and between Miami-Dade County, Florida, acting by and through the Office of The Mayor, party of the first part (hereinafter sometimes called the "County"), and _____ party of the second part (hereinafter sometimes called "Contractor");

WITNESSETH

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

1. That the Contractor shall furnish all plant, labor, materials and equipment and perform all work in the manner and form provided by the Contract Documents covering the Project of the County known and identified as _____ for the amount reflected by the Proposal, based on the Contract prices shown in the Proposal heretofore provided to the County, a copy of said Proposal being a part of the Contract Documents, the aggregate amount of this not to exceed _____ (\$ _____).
2. That the Contractor shall begin the work to be performed under this Contract on a day to be specified in a written order issued by the Engineer, and shall fully complete all work hereunder within the time or times stated within the Contract Documents.
3. That the County shall pay to the Contractor for the faithful performance of this Contract in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of the aggregate prices for work performed as set forth above at the times and in a manner stated in the General Covenants and Conditions of the Contract Documents.
4. It is further mutually agreed that if at any time after the execution of this Contract and the Performance Bond and Payment Bond, the County shall find the surety upon such bonds to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the performance of the work, the Contractor shall at his own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional surety shall have been furnished in a manner and form satisfactory to the County.
5. The "Construction Contract Documents" are hereby defined as:
 - Invitation to Bid – Section 00 11 13
 - Instructions to Bidders – Section 00 21 13
 - Bid Proposal Form and Breakdown – Section 00 41 13
 - Bid Bond – Section 00 43 13
 - Bidder's Qualifications and its requirements – Section 00 45 13
 - Universal Affidavits – Section 00 45 19
 - Small Business Development Provision and Affidavits – Section 00 21 13 Section 6 and Sections 00 45 39 and 00 45 40
 - Vendor Registrations Affidavits – Section 00 72 13, Article 15.2
 - Wages and Benefits Provisions – Section 00 21 13
 - Performance and Payment Bond – Section 00 61 13
 - Construction Contract – Section 00 52 13
 - General Contract Conditions – Section 00 72 13
 - All Addenda Issued.
 - Plans/Sketches

- Specifications
 - Standards
 - Others
6. The terms and conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that he has read and understands all of said Contract Documents.
 7. The various indemnities of the Contractor contained in the Contract Documents indemnifying the County from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Contract Documents shall have a monetary limitation of the larger of the following: \$1,000,000, or the entire amount of the Contract.
 8. The County retains the right to audit any and all information regarding this Contract as described in Specification Section 00 72 13 General Contract Conditions Article 7.10 Audit Rights / Review of Records / Inspector General.

THIS SECTION LEFT BLANK

To Be Completed by Contractor

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the day of MARCH 2026.

Witness: [Signature] 03/11/26 TGSN ENTERPRISES, LLC 65-0661819
Signature Date Legal Name of Individual/Joint FEIN Number
Venture/Corporation
Witness: [Signature] 03/11/26 [Signature] V.P.
Signature Date Signature of Authorized Representative Title
Isabel Camejo-Smith

Signature of Authorized Representative
(2nd Authorized Representative required for Joint Ventures)

(SEAL)

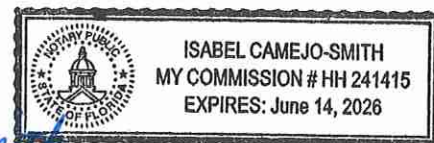
ACKNOWLEDGEMENT:

STATE OF Florida) ss.:
COUNTY OF Miami-Dade)

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

WITNESS my hand and official seal, this 11 day of March, 2026.

Print or Stamp Name of Notary, Serial Number and Signature Isabel Camejo-Smith



To Be Completed by Miami-Dade County

Approved as to Insurance Requirements:

Approved for Legal Sufficiency:

Risk Management Division

Date

Assistant County Attorney

Date

Joseph A. Caleb Auditorium Renovation
RPQ # C23-CUA-Caleb-FOH

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CONSTRUCTION CONTRACT FORM
Addendum No. 1
May 7, 2025

MDC019

IN WITNESS WHEREOF the said MIAMI-DADE COUNTY, FLORIDA, has caused this Agreement to be executed in its name by the County Mayor or County Mayor's designee, attested by the Clerk of the Board of County Commissioners, and has caused the seal of the Board County Commissioners to be set hereto, as executed and attested by the undersigned this day and year first above written.

ATTEST:

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

**JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURTS**

**DANIELLA LEVINE CAVA
COUNTY MAYOR**

By: _____, Clerk of the Board

By: _____

Signature Date

Signature Date

Distribution:

One Original to Clerk of the Board
One Original to User Department
One Original to Small Business Development
One Original to Contractor