

**SMALL BUSINESS ENTERPRISE
CONSTRUCTION
ADVISORY BOARD PACKET**

March 3, 2020

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Carlos A. Gimenez, Mayor

Internal Services Department

Small Business Development

111 NW 1 Street, 19th Floor

Miami, Florida 33128

T 305-375-3111 F 305-375-3160

Miami-Dade County
SMALL BUSINESS ENTERPRISE - CONSTRUCTION
ADVISORY BOARD MEETING

Tuesday, March 3, 2020 @1:00 p.m.

Stephen P. Clark Center, 111 N.W. 1st Street, 19th Floor Conference Room

AGENDA

I. Welcome/Introductions (10 min)

II. SBD Section Reports (30 min)

- a. **SBE – Construction Business Outreach & Education.....***Lawanda Wright-Robinson*
SBD Business Outreach & Education
- b. **SBE – Construction Project Review & Analysis***Laurie Johnson*
SBD Project Review & Analysis
- c. **SBE – Construction Utilization Report.....***Tracie Auguste*
SBD Policy & Legislation Management
- d. **SBE – Construction Certification Report.....***Claudious Thompson*
SBD Certification

III. Construction Management Reporting (40 min)

- a. **Miscellaneous Construction Contract MCC-8-10**
.....*Carolyn Modeste*
MCM Corporation
- b. **Jackson Health System/PHT – Job Order Contract Status**
.....*Teodoro Carrasco*
JHS Director of Procurement/Construction
- c. **Project A- Jackson North Medical Center (OHL Arellano Construction Co.)**
.....*Patrick Delatour*
- d. **Project D- JMH Main Floor Modernizations (Skanska USA Building, Inc.)**
.....*Andrew Smith*
- e. **Project F- Jackson Rehabilitation Hospital (Turner Construction Company)**
.....*Eric VanHook*
- f. **Jackson West Medical Center (Yates Construction)**
.....*Steve Lopez*
- g. **Jackson South Medical Center (Turner Construction Company)**
.....*George Preininger*
- h. **Jackson Diagnostic Treatment Center (Turner Construction Company)**
.....*Howard Gropper*



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IV. Old Business (15 min)

- a. MCC Projects with Bid Bonds for projects under \$200,000 (request of Board Member Dorothy Brown-Alfaro)
- b. Letter from the Engineering Contractors Association of South Florida (ECA) regarding LCPtracker Certified Payroll Request for Personal Information
- c. Sub-Committee Report
- d. Approval of December 9, 2019 Meeting minutes
- e. Approval of November 20, 2019 and January 14, 2020 Sub-Committee Meeting minutes

V. New Business (15 min)

- a. 2020 Sunset Review Report (Final)
- b. Discussion regarding SBE and Wage Program Penalties
- c. Request for future agenda items

VI. Reasonable opportunity for the public to be heard before County boards (Sec. 2-11.39.3) – (5 min)

VII. Adjournment (5 min)

NEXT MEETING: April 20, 2020, 1:00 p.m.

Internal Services Department
Small Business Development (SBD)
Small Business Enterprise – Construction Report
Business Outreach and Education Section
December 1, 2019 to January 31, 2019

		Total for Period	YTD Total
Activity	Assistance Provided to Small Business Enterprise-Construction Program		
1	Certification Assistance	42	89
2	Needs Assessment Meetings (NAMS)	9	17
3	Technical Assistance	92	227
4	Payment Issues	15	22
4.1	Payment Issues Related Dollars	\$1,244,133	\$1,273,468
5	Prompt Payment Issues		0
5.1	Prompt Payment Issues Related Dollars		0
6	Contract Issues (Non-dollar related)	2	4
7	Contact with SBE-Construction Firms (emails highlighting contract opportunities)	5,026	9,030

		Total for Period	YTD Total
Activity	Training, Education and Outreach Activities		
1	Small Business Development (sponsored) Workshops and Forums	1	2
1.1	Number of Attendants	46	282
2	Partnership Workshops & Forums	2	7
2.1	Number of Firms (with whom contact was made)	107	441
Activity	Technical Training & Development Workshops		
3	SBE Compliance Workshop (MDAD)	0	1
3.1	n/a		

Miami-Dade County
SBE-Construction Applicable Projects
 October 1, 2019 - November 30, 2019

AWARDED CONTRACTS

There were 87 projects approved for award totaling \$61,061,721.

AWARDED CONTRACTS AVAILABLE FOR SMALL BUSINESS PARTICIPATION

There were 7 projects approved for award totaling \$33,218,959.

- Of the \$33 million, 3 projects have SBE-Construction measures totaling \$3,381,670 or 10.20%
 - \$0 as Prime (set-asides)
 - \$3,381,670 as Subcontractors (goals)
- SBE – Construction firms were awarded 6 open market (non-set-aside) projects totaling \$4,676,061.
- **Of the projects awarded during this period, SBE-Construction firms are participating as Prime and/or subcontractors (with or without measures) for a dollar value of \$8,195,687 or 24.67%.**

SBE-Construction Contracted Breakdown by Race/Ethnicity/Gender

	SBE- Construction/ Black – Male	SBE-Construction/ Hispanic – Male	SBE- Construction/ Female	SBE- Construction/ Other	Total SBE- Construction
SET- ASIDE	\$0	\$0	\$0	\$0	\$0
GOALS	\$0	\$2,810,828 (79.86%)	\$317,570 (9.02%)	\$391,228 (11.12%)	\$3,519,626
TOTAL MEASURES	\$0	\$2,810,828 (79.86%)	\$317,570 (9.02%)	\$391,228 (11.12%)	\$3,519,626
OPEN MARKET	\$80,137 (1.71%)	\$4,519,216 (96.65%)	\$76,708 (1.64%)	\$0	\$4,676,061
TOTAL	\$80,137	\$7,330,044	\$394,278	\$391,228	\$8,195,687

7040 MISCELLANEOUS SBE-CONSTRUCTION CONTRACTS

- There were 68 projects approved for award totaling \$9,728,318.

7040 SBE-Construction Breakdown by Race/Ethnicity/Gender

	SBE- Construction/ Black - Male	SBE-Construction/ Hispanic - Male	SBE- Construction/ Female	SBE- Construction Other	Total SBE- Construction
TOTAL	\$832,154	\$6,811,634	\$149,358	\$1,935,172.	\$9,728,318

FEMALE SBE-Construction Contracted Breakdown by Race/Ethnicity

	SBE- Construction/ Black – Female	SBE-Construction/ Hispanic – Female	SBE- Construction/ Caucasian - Female	SBE- Construction/ Other (including Asian or Indian) - Female	Total SBE- Construction
SET- ASIDE	\$0	\$0	\$0	\$0	\$0
GOALS	\$0	\$317,570 (100%)	\$0	\$0	\$317,570
TOTAL MEASURES	\$0	\$317,570 (100%)	\$0	\$0	\$317,570
OPEN MARKET	\$0	\$76,708 (100%)	\$0	\$0	\$76,708
TOTAL	\$0	\$394,278	\$0	\$0	\$394,278

FEMALE 7040 SBE-Construction Breakdown by Race/Ethnicity

SBE- Construction/ Black – Female	SBE-Construction/ Hispanic – Female	SBE- Construction/ Caucasian – Female	SBE- Construction/ Other (including Asian or Indian) - Female	Total SBE- Construction
\$79,003 (52.90%)	\$70,355 (47.10%)	\$0	\$0	\$149,358

**SBE-Construction Applicable Projects
(October 1, 2019 to November 30, 2019)**

Contract Number	Contract Title	Contract Value	Department	Contract Type	Start Date	Prime	Sub	Measure	Measure Amount	Demographic	Certification
I-190008	311 Relocation to LightSpeed Interior Reconfiguration	\$248,017.00	Internal Services	Construction - MCC	10/18/2019	POOLE & KENT COMPANY OF FLORIDA		No Measure Revenue Generating		N/A (Publicly-owned)	N/A
Y086D	702 Building Expansion Joints and Cracks Restoration	\$1,882,001.60	Aviation	Construction - MCC	11/1/2019	AARYA CONSTRUCTION & DESIGN INC.		Level 2 Set-Aside		Asian - Male	SBE-CON
							KESOKI PAINTING LLC	70.92%	\$1,334,721	Hispanic - Female	DBE, SBE-CON, SBE-GS
T2602	ALEX ORR NORTH GATE REPAIR	\$100.00	Water & Sewer	Construction - MCC	11/14/2019	MCCOURT CONSTRUCTION INC.		Level 1 Set-Aside		White - Male	SBE-CON, SBE-GS
P0232	Asbestos Clean Up at Hialeah Water Plant	\$76,708.00	Water & Sewer	Construction - MCC	11/4/2019	MCO ENVIRONMENTAL, INC.		No Measure Insufficient Availability		Hispanic-Female	SBE-CON, SBE-GS
2019-001.02	Cruise Terminal D and 1500 Building Tenant Relocation	\$2,909,509.31	Seaport	Construction - MCC	10/10/2019	CRITICAL PATH SERVICES INC		21% Con. 1.97% GS	\$533,753.35 CONS	White - Male	N/A
							CG3 Group, LLC	3.24% CON, 3.79% CON	\$204,538.50	Hispanic - Female	DBE, SBE-CON, SBE-GS
							GAMMA AIR SYSTEMS, INC	12.85% CON	\$373,871.95	Hispanic- Male	SBE-CON, SBE-GS
							STAR PAVING CORPORATION	0.86% CON	\$25,021.78	Hispanic- Male	SBE-CON, SBE-GS
							ORATSO CORPORATION	1.97% G&S	\$57,317.33	Hispanic - Male	LDB, SBE-CON, SBE-GS
03398-644	Demolition of Structure located at 2450 NW 87 ST	\$9,418.99	Regulatory and Economic Resources	Construction - MCC	10/11/2019	CHIN DIESEL, INC.		Level 1 Set-Aside		Black - Male	SBE-CON, SBE-GS
03398-646	Demolition of Structure located at 5250 SW 114 CT	\$9,949.00	Regulatory and Economic Resources	Construction - MCC	11/6/2019	CRISSCROSS CONCRETE CUTTING & DRILLING, INC.		Level 1 Set-Aside		Black - Male	DBE, SBE-CON
45538	DEV 16 EMERGENCY CENTRAL AC REPLACEMENT	\$3,200.00	Public Housing and Community Development	Construction - MCC	10/10/2019	DONE WRIGHT AC AND ELECTRIC SERVICE INC		100% CONS		Black - Male	DBE, SBE-CON, SBE-GS
45280	DEV 16 EMERGENCY ROOF REPLACEMENT	\$12,676.63	Public Housing and Community Development	Construction - MCC	10/10/2019	FULLCOVER ROOFING SYSTEMS,INC		100% CONS		Hispanic - Male	SBE-CON, SBE-GS
20190126	Drainage Improvements Multiple Sites	\$788,960.00	Transportation and Public Works	Construction - MCC	10/9/2019	HARTEC GROUP, INC.		Level 1 Set-Aside		Black - Male	DBE, SBE-CON, SBE-GS
							BELLA FIORE LANDSCAPING LLC	1.59% Services	\$12,510	Hispanic - Female	DBE, LDB, SBE-GS
20190187	Drainage Improvements Multiple Sites	\$640,074.09	Transportation and Public Works	Construction - MCC	11/5/2019	AMERICAN PIPELINE CONSTRUCTION, LLC		Level 2 Set-Aside		Hispanic - Male	DBE, SBE-CON
45784	Emergency AC repairs at Gwen Cherry 8	\$4,560.00	Public Housing and Community Development	Construction - MCC	10/24/2019	AIR AT YOUR DOOR, INC.		100% CONS, 7040		Hispanic - Male	SBE-CON, SBE-GS
45335	Emergency Chain Link Fence Repair	\$2,375.00	Public Housing and Community Development	Construction - MCC	10/11/2019	AZTEC SOUTH, INC.		100% CONS, 7040		Hispanic - Female	SBE-CON, SBE-GS
45810	Emergency Door Replacement	\$2,800.00	Public Housing and Community Development	Construction - MCC	10/25/2019	SMART HOUSE SOLUTIONS, INC.		100% CONS, 7040		Hispanic - Male	LDB, SBE-CON, SBE-GS
46129	Emergency Electrical Installation / Generator for Helen Sawyer	\$105,704.34	Public Housing and Community Development	Construction - MCC	11/27/2019	FLORIDA FIRE ALARM, INC.		No Measure Insufficient Availability		Hispanic - Male	SBE-CON, SBE-GS
45927	Emergency Electrical Repair - Pine Island	\$3,500.00	Public Housing and Community Development	Construction - MCC	10/31/2019	DONE WRIGHT AC AND ELECTRIC SERVICE INC		100% CONS		Black - Male	DBE, SBE-CON, SBE-GS
45187	Emergency Electrical Repair / Meter Can Replacement / Culmer Place	\$4,100.00	Public Housing and Community Development	Construction - MCC	10/21/2019	HALMAG SOLUTIONS, INC. D/B/A HALMAG SOLUTIONS		100% CONS		Hispanic - Male	SBE-CON, SBE-GS
40211	Emergency Electrical Repair / Parking Lot Lights / Ward Towers	\$8,740.00	Public Housing and Community Development	Construction - MCC	10/8/2019	ACCURA ELECTRICAL CONTRACTOR, INC.		100% CONS		Hispanic - Male	DBE, SBE-CON
45304	Emergency Gas Line Leak Repairs	\$5,725.00	Public Housing and Community Development	Construction - MCC	10/24/2019	SERVILACON CORP.		100% CONS		Hispanic - Male	LDB, SBE-CON, SBE-GS
46782	Emergency Gas Stove Hook Up- Arthur Mays	\$390.00	Public Housing and Community Development	Construction - MCC	11/26/2019	REGOSA ENGINEERING SERVICES, INC.		100% CONS		Hispanic - Male	SBE-CON, SBE-GS
EC211055	Emergency Gwen Cherry Walkway	\$52,000.00	Parks, Recreation and Open Spaces	Construction - MCC	11/27/2019	SHASA ENGINEERING CORP.		100% CONS		Other - Male	LDB, SBE-CON, SBE-GS
44585	Emergency Light Pole Repair	\$12,150.00	Public Housing and Community Development	Construction - MCC	10/17/2019	J.C.L. ELECTRICAL CORP.		100% CONS		Hispanic - Male	SBE-CON, SBE-GS
MDFRD-609-34-MR	EMERGENCY Mold Remediation and Repairs at Station 34	\$20,570.00	Fire Department	Construction - MCC	10/17/2019	911 PROTECTION CORP		100% CONS		Hispanic - Male	SBE-CON, SBE-GS

**SBE-Construction Applicable Projects
(October 1, 2019 to November 30, 2019)**

Contract Number	Contract Title	Contract Value	Department	Contract Type	Start Date	Prime	Sub	Measure	Measure Amount	Demographic	Certification
45268	Emergency Plumbing Repair	\$925.00	Public Housing and Community Development	Construction - MCC	11/26/2019	DISCOVERY PLUMBING CORP		100% CONS		Hispanic - Male	DBE, SBE-CON, SBE-GS
45299	Emergency Plumbing Repair / Ward Towers Parking Lot Manhole Cleaning	\$3,200.00	Public Housing and Community Development	Construction - MCC	10/21/2019	REGOSA ENGINEERING SERVICES, INC.		100% CONS		Hispanic - Male	SBE-CON, SBE-GS
403115	Emergency plumbing repairs to 2nd floor bathroom	\$4,250.00	Transportation and Public Works	Construction - MCC	10/22/2019	AMERADRAIN PLUMBING CORP.		100% CONS		Hispanic - Male	DBE, LDB, SBE-CON, SBE-GS
44640	Emergency PTAC AC Repair/Installation	\$1,559.00	Public Housing and Community Development	Construction - MCC	10/24/2019	OZONE AIR DESIGN, LLC		100% CONS		Black - Male	SBE-CON, SBE-GS
45136	Emergency PTAC Repair/Replacement	\$7,848.00	Public Housing and Community Development	Construction - MCC	10/8/2019	D.A.C. AIR CONDITIONING CORP.		100% CONS		Hispanic - Male	DBE, SBE-CON
45146	Emergency Removal / Installation of PTAC	\$2,400.00	Public Housing and Community Development	Construction - MCC	10/11/2019	DONE WRIGHT AC AND ELECTRIC SERVICE INC		100% CONS		Black - Male	DBE, SBE-CON, SBE-GS
45641	Emergency Repair/Upgrade 4 Gang Meter Can - Gwen Cherry 13	\$8,600.00	Public Housing and Community Development	Construction - MCC	10/24/2019	JADOR INTERNATIONAL CORPORATION		100% CONS		Black - Female	LDB, DBE, ACDBE, SBE-GS, SBE-CON
403049	Emergency Repairs to 2nd floor womens bathroom	\$8,110.00	Transportation and Public Works	Construction - MCC	10/22/2019	AMERADRAIN PLUMBING CORP.		100% CONS		Hispanic - Male	DBE, LDB, SBE-CON, SBE-GS
P0231	EMERGENCY REPLACEMENT OF THE 48 INCH FORCE MAIN CROSSING OLETA RIVER AT 163 ST	\$3,650,000.00	Water & Sewer	Construction - MCC	10/31/2019	DAVID MANCINI & SONS, INC.		No Measure Insufficient Availability		White - Male	N/A
45806	Emergency Roof Repair Site 330	\$290.00	Public Housing and Community Development	Construction - MCC	10/25/2019	REGOSA ENGINEERING SERVICES, INC.		100% CONS		Hispanic - Male	SBE-CON, SBE-GS
46493	Emergency Roof Repair/Tile/Edison Courts	\$2,280.00	Public Housing and Community Development	Construction - MCC	11/12/2019	AZTEC SOUTH, INC.		100% CONS		Hispanic - Female	SBE-CON, SBE-GS
44039	Emergency Roof Repairs	\$7,245.00	Public Housing and Community Development	Construction - MCC	10/17/2019	BOFAM CONSTRUCTION CO, INC		100% CONS		Black - Male	DBE, SBE-CON
46670-PHCD	Emergency Roof Repairs - Donn Gardens	\$5,922.50	Public Housing and Community Development	Construction - MCC	11/26/2019	BOFAM CONSTRUCTION CO, INC		100% CONS		Black - Male	DBE, SBE-CON
45943	Emergency Roof Repairs Site 09	\$3,400.00	Public Housing and Community Development	Construction - MCC	11/4/2019	TEQUESTA CONSTRUCTION SERVICES GROUP		100% CONS		Hispanic - Male	DBE, SBE-CON, SBE-GS
403606	Emergency services to repair two vandalized meters in South dade.	\$5,900.00	Transportation and Public Works	Construction - MCC	10/17/2019	R & D ELECTRIC, INC.		100% CONS		Hispanic - Male	LDB, SBE-CON, SBE-GS
46261	Emergency Sliding Door Replacement - Arthur Mays Village	\$1,350.00	Public Housing and Community Development	Construction - MCC	11/8/2019	WORLD OF FRAMELESS GLASS, INC.		100% CONS		Hispanic - Male	DBE, SBE-CON, SBE-GS
45338	Emergency Storm Drain Repair	\$2,400.00	Public Housing and Community Development	Construction - MCC	10/24/2019	JAZZ PLUMBING, INC.		100% CONS		Hispanic - Male	SBE-CON, SBE-GS
W190065	FLEET Shop 3A - FPL Electrical Service Entrance Upgrade	\$38,700.00	Internal Services	Construction - MCC	10/23/2019	CANSECO ELECTRICAL CONTRACTORS, INC.		100% CONS		Hispanic - Female	DBE, SBE-CON, SBE-GS
HPFSRREM19	Frankie Shannon Rolfe Remediation	\$17,900.00	Community Action & Human Services	Construction - MCC	11/18/2019	911 PROTECTION CORP		Level 1 Set Aside		Hispanic - Male	SBE-CON, SBE-GS
MDFRD-606-VAR-G	Glass and Trim Replacement - VARIOUS Sites	\$1,777.60	Fire Department	Construction - MCC	11/22/2019	WORLD OF FRAMELESS GLASS, INC.		Level 1 Set Aside		Hispanic - Male	DBE, SBE-CON, SBE-GS
C210931	Goulds/Gwen Cherry Park - Painting	\$43,600.00	Parks, Recreation and Open Spaces	Construction - MCC	11/27/2019	COBRA PAINTING COMPANY		Level 1 Set Aside		Hispanic - Male	DBE, SBE-CON, SBE-GS
46043	HARRY CAIN TOWERS - AC REPAIR	\$1,070.00	Public Housing and Community Development	Construction - MCC	11/13/2019	PICON DESIGN,CORP. D/B/A PICON AIR CONDITIONING & INSULATION, CORP.		100% CONS		Hispanic - Male	SBE-CON, SBE-GS
46607	Heritage Village I - Plumbing Emergency 13975 SW 270th Street	\$10,465.00	Public Housing and Community Development	Construction - MCC	11/21/2019	SERVILACON CORP.		100% CONS		Hispanic - Male	LDB, SBE-CON, SBE-GS
422003-19-003	Hurricane Irma - R. Causeway West Bridge Bicycle Underpass Fence Replacement	\$37,269.48	Parks, Recreation and Open Spaces	Construction - MCC	11/25/2019	TECHGROUPONE, INC.		No Measure Funding Source		Hispanic - Male	LDB, SBE-CON, SBE-GS
HI - Z203420	Hurricane Irma - Zoo Miami Park Wide Repairs	\$45,376.90	Parks, Recreation and Open Spaces	Construction - MCC	10/11/2019	TJ OF MIAMI, INC.		No Measure Other		Black - Male	DBE, SBE-CON
MDFRD-AIRHK-R	Installation of AirHawk 3000XL Email Notification Equipment	\$275,000.00	Fire Department	Construction - MCC	10/1/2019	GARRISON MECHANICAL SERVICE CORPORATION		Trade Set Aside		White - Male	N/A
							QUALITY WIRING, INC.	Trade Set Aside		Hispanic - Male	DBE, SBE-CON, SBE-GS
T2596	INTERAMA GATE PROJECT	\$3,900.00	Water & Sewer	Construction - MCC	10/4/2019	GOLDEN FENCE COMPANY		Level 1 Set Aside		Hispanic - Female	DBE, LDB, SBE-CON, SBE-GS
SABETHEL-R	Laura Bethel Home Rehab County Wide	\$34,760.00	Community Action & Human Services	Construction - MCC	10/1/2019	TJ OF MIAMI, INC.		No Measure Funding Source		Black - Male	DBE, SBE-CON

**SBE-Construction Applicable Projects
(October 1, 2019 to November 30, 2019)**

Contract Number	Contract Title	Contract Value	Department	Contract Type	Start Date	Prime	Sub	Measure	Measure Amount	Demographic	Certification
MDADBC-015	MDAD/MCC 7040 Work Order-Based Program-Emergency/Priority Maint. Const. Serv. - Building Cont.	\$200,000.00	Aviation	Construction - MCC	10/30/2019	SERVILACON CORP.		Level 1 Set Aside		Hispanic - Male	LDB, SBE-CON, SBE-GS
MDADBC-016	MDAD/MCC 7040 Work Order-Based Program-Emergency/Priority Maint. Const. Serv. - Building Cont.	\$200,000.00	Aviation	Construction - MCC	10/30/2019	GREEN ENGINEERING & CONSTRUCTION, INC.		Level 1 Set Aside		Hispanic - Male	SBE-CON, SBE-GS
MDADBC-017	MDAD/MCC 7040 Work Order-Based Program-Emergency/Priority Maint. Const. Serv. - Building Cont.	\$200,000.00	Aviation	Construction - MCC	10/30/2019	MCQ CONSTRUCTION SERVICES, INC.		Level 1 Set Aside		Hispanic - Male	DBE, SBE-A&E, SBE-CON, SBE-GS
MDADPW-019	MDAD/MCC Work Order-Based Program-Emer/Priority Maintenance Const Services - Painting/Waterproofing	\$200,000.00	Aviation	Construction - MCC	10/9/2019	GOVERNMENT BUSINESS DEVELOPMENT LLC		Level 3 Set Aside		Hispanic - Male	ACDBE, DBE, LDB, SBE-CON, SBE-GS
MDADPW-020	MDAD/MCC Work Order-Based Program-Emer/Priority Maintenance Const Services - Painting/Waterproofing	\$200,000.00	Aviation	Construction - MCC	10/9/2019	AXEL PAINTING, INC.		Level 3 Set Aside		Hispanic - Male	SBE-CON, SBE-GS
Y087A	MIA Building 716 - Bearing CMU Wall Opening	\$116,000.00	Aviation	Construction - MCC	11/14/2019	MARVI BUILDERS LLC		Level 1 Set Aside		Hispanic - Male	SBE-CON, SBE-GS
							RING ELECTRIC, INC	10.34%	\$12,000	Hispanic - Male	LDB, SBE-CON, SBE-GS
MN-17415-19	MN-17415-19	\$2,750.00	Libraries	Construction - MCC	11/8/2019	AZTEC SOUTH, INC.		Level 1 Set Aside		Hispanic - Female	SBE-CON, SBE-GS
207610	Multiple Parks North of Tamiami Trail - Walkway Repairs	\$95,000.00	Parks, Recreation and Open Spaces	Construction - MCC	11/22/2019	SHASA ENGINEERING CORP.		Level 2 Set Aside		Hispanic - Male	LDB, SBE-CON, SBE-GS
207603	Multiple Parks Painting North of Tamiami Trail	\$95,000.00	Parks, Recreation and Open Spaces	Construction - MCC	10/2/2019	COBRA PAINTING COMPANY		Level 3 Set Aside		Hispanic - Male	DBE, SBE-CON, SBE-GS
207602	Multiple Parks Painting South of Tamiami Trail	\$95,000.00	Parks, Recreation and Open Spaces	Construction - MCC	10/2/2019	COBRA PAINTING COMPANY		Level 3 Set Aside		Hispanic - Male	DBE, SBE-CON, SBE-GS
207607	Multiple Parks South of Tamiami Trail - Walkway Repairs	\$95,000.00	Parks, Recreation and Open Spaces	Construction - MCC	11/22/2019	SHASA ENGINEERING CORP.		Level 2 Set Aside		Hispanic - Male	LDB, SBE-CON, SBE-GS
T2598	NEW FENCE INSTALLATION AT THE SWWF	\$16,690.00	Water & Sewer	Construction - MCC	10/10/2019	GOLDEN FENCE COMPANY		Level 1 Set Aside		Hispanic - Female	DBE, LDB, SBE-CON, SBE-GS
381460	NORTHEAST FACILITY RESTROOM / LOCKER RENOVATION	\$407,600.00	Transportation and Public Works	Construction - MCC	11/1/2019	SUN EAGLE GENERAL CONTRACTORS, CORP.		No Measure Funding Source		Hispanic - Male	N/A
T2586	ONE-YEAR CONTRACT FOR CLEANING AND TELEVISION OF SMALL DIAMETER PIPES IN PUMP STA. BASIN 0001	\$1,000,908.41	Water & Sewer	Construction - MCC	11/19/2019	UIT LLC		Level 1 Set Aside		Hispanic - Male	SBE-CON, SBE-GS
45986	PETER PLAZA PLUMBING EMERGENCY	\$32,460.00	Public Housing and Community Development	Construction - MCC	11/5/2019	SERVILACON CORP.		No Measure Emergency		Hispanic - Male	LDB, SBE-CON, SBE-GS
45942	PLUMBING EMERGENCIES AT HELEN SAWYER ALF	\$350.00	Public Housing and Community Development	Construction - MCC	10/28/2019	HABER & SONS Plumbing, INC.		Level 1 Set Aside		Hispanic - Male	DBE, SBE-CON, SBE-GS
T2604	REPAIR DAMAGED PICKET FENCE AT P/S 1144	\$960.00	Water & Sewer	Construction - MCC	11/13/2019	AZTEC SOUTH, INC.		Level 1 Set Aside		Hispanic - Female	SBE-CON, SBE-GS
403705	RFQ 403705 Emergency services to replace damaged awning canopy fabric Adrienne Arsh Omni Sta	\$3,860.00	Transportation and Public Works	Construction - MCC	10/23/2019	AWNINGS BY DESIGN, CORP		100% CONS		Hispanic - Male	LDB, SBE-CON, SBE-GS
20190242	Rickenbacker Causeway Drainage Improvement	\$90,980.00	Transportation and Public Works	Construction - MCC	10/10/2019	TERRA HYLE CONTRACTORS, INC.		Level 3 Set Aside		Hispanic - Male	SBE-CON, SBE-GS
600703-16-001	Roberta Hunter Park - Fitness Court	\$222,306.00	Parks, Recreation and Open Spaces	Construction - MCC	11/27/2019	SAGUA CONSTRUCTION, INC.		Level 1 Set Aside		Hispanic - Male	SBE-CON
43918	Roof Repair- Wynwood Homes	\$15,590.00	Public Housing and Community Development	Construction - MCC	10/23/2019	REGOSA ENGINEERING SERVICES, INC.		100% CONS		Hispanic - Male	SBE-CON, SBE-GS
46899	Roof vent Stacks Replacement - Edison Park	\$1,800.00	Public Housing and Community Development	Construction - MCC	11/27/2019	TEQUESTA CONSTRUCTION SERVICES GROUP		100% CONS		Hispanic - Male	DBE, SBE-CON, SBE-GS
20190002	Safe Route to Schools Locations Phase 14 FM 435480-1	\$132,393.71	Transportation and Public Works	Construction - MCC	10/31/2019	NEW ERA ELECTRIC, INC.		DBE 10.65%		Hispanic - Male	LDB, SBE-CON, SBE-GS
20190003	Safe Route to Schools Locations Phase 15 FM 435481-1	\$124,079.25	Transportation and Public Works	Construction - MCC	11/21/2019	NEW ERA ELECTRIC, INC.		DBE 10.65%		Hispanic - Male	LDB, SBE-CON, SBE-GS
MDFRD-604-73-SW	Site Work for Temp Trailer - St. 73	\$156,739.00	Fire Department	Construction - MCC	10/29/2019	GREEN ENGINEERING & CONSTRUCTION, INC.		Level 1 Set Aside		Hispanic - Male	SBE-CON, SBE-GS
							CV OCEAN PLUMBING INC	11.80%	\$18,500	Hispanic - Male	SBE-CON, SBE-GS
							H & E ELECTRICAL CONTRACTORS, INC	24.75%	\$38,800	Hispanic - Male	LDB, SBE-CON, SBE-GS

**SBE-Construction Applicable Projects
(October 1, 2019 to November 30, 2019)**

Contract Number	Contract Title	Contract Value	Department	Contract Type	Start Date	Prime	Sub	Measure	Measure Amount	Demographic	Certification
20190119	Street Lighting Maintenance	\$663,394.00	Transportation and Public Works	Construction - MCC	10/16/2019	AUM CONSTRUCTION INC		Level 3 Set Aside		Hispanic - Male	ACDBE, DBE, SBE-CON, SBE-GS
20190117	Street Lighting Maintenance	\$1,001,719.86	Transportation and Public Works	Construction - MCC	10/3/2019	AUM CONSTRUCTION INC		Level 3 Set Aside		Hispanic - Male	ACDBE, DBE, SBE-CON, SBE-GS
20190118	Street Lighting Maintenance	\$1,334,785.60	Transportation and Public Works	Construction - MCC	10/1/2019	NEW ERA ELECTRIC, INC.		Level 3 Set Aside		Hispanic - Male	LDB, SBE-CON, SBE-GS
490901.05-002	Tree Island Park - Phase 1 Park Development	\$4,381,051.45	Parks, Recreation and Open Spaces	Construction - MCC	11/8/2019	H.G. CONSTRUCTION, DEVELOPMENT AND INVESTMENT, INC.		25.22% Cons, 4% Services	\$1,025,367. CONS	Hispanic - Male	DBE, SBE-CON
							ELECTRICAL CONTRACTING SERVICE, INC	8.93% CON	\$391,227.89	White - Male	SBE-CON, SBE-GS
							Gomez & Son Fence Corp	2.58% CON	\$113,031.13	Hispanic - Female	DBE, SBE-CON
							MAG CONSTRUCTION, INC	2.53% CON	\$110,840.60	Hispanic - Male	SBE-CON, SBE-GS
							TVC CONSTRUCTION CORP	2.2% CON	\$96,383.13	Hispanic - Male	DBE, LDB, SBE-CON, SBE-GS
							LAWN KEEPER OF SOUTH FLORIDA	4.06% GS	\$177,870.69	Hispanic - Male	SBE-GS
T2599	URGENT FENCE REPLACEMENT	\$2,700.00	Water & Sewer	Construction - MCC	10/10/2019	GOLDEN FENCE COMPANY		Level 1 Set Aside		Hispanic - Female	DBE, LDB, SBE-CON, SBE-GS
Z206112	Zoo Miami - Amazon and Beyond Building Painting	\$70,403.00	Parks, Recreation and Open Spaces	Construction - MCC	10/1/2019	A3 PAINTING LLC		Level 3 Set Aside		Black - Female	SBE-CON, SBE-GS
TS922	CD 1.05.2 EFFLUENT PS ELECTRIA	\$25,576,690.00	Water & Sewer	Construction	11/6/2019	POOLE & KENT COMPANY OF FLORIDA		11.65%	\$2,204,710.68. CONS	N/A (Publicly-owned)	N/A
							CORCEL CORP	3.03% SBE-GS	\$774,974.00	Hispanic - Male	DBE, SBE-GS
							TRANSAMERICA CONSTRUCTION COMPANY	8.62% CONS	\$22,047.11	Hispanic - Male	DBE, SBE-CON

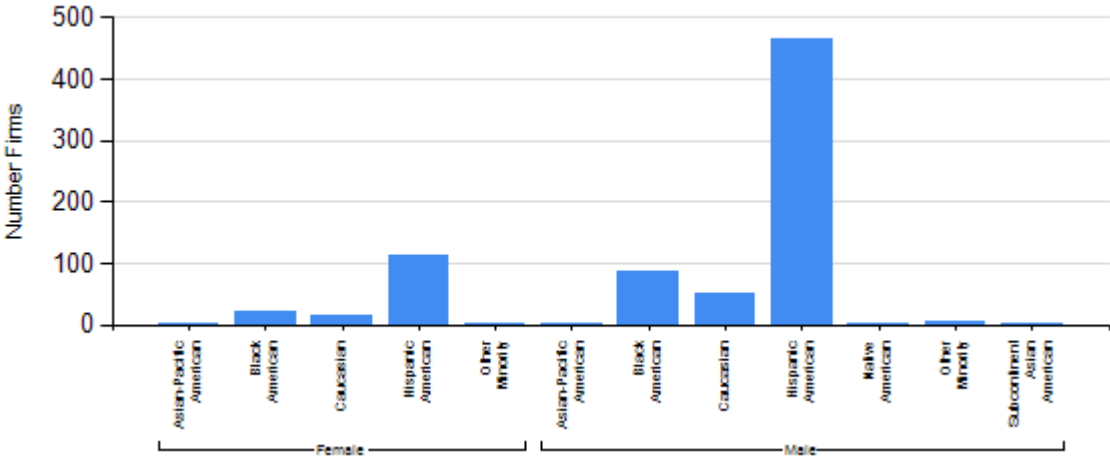
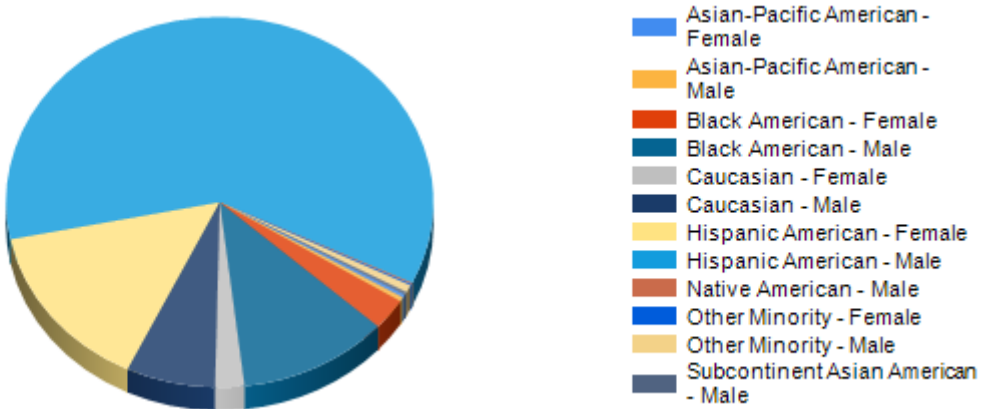
Certification Type: SBE Construction									
PERIOD: December 1, 2019 to January 31, 2020									

					Total Amount	African American	Caucasian	Hispanic	Asian	Native American	Other	Female
	Total Certified SBE-Const. as of 1/31/20				770	109	69	578	7	1	6	154
		New	1 year Renewal	3 year Recert								
1	Approved Applications (New, Annual Renewal, Recertification)	12	39	1	52							
2	Graduated				1							
3	Denied				1							

This is a race and gender neutral program. This report is for informational purpose only.

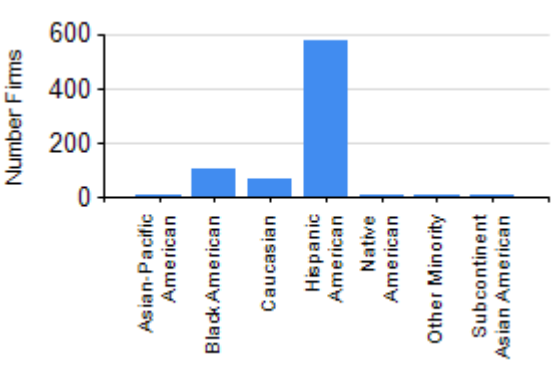
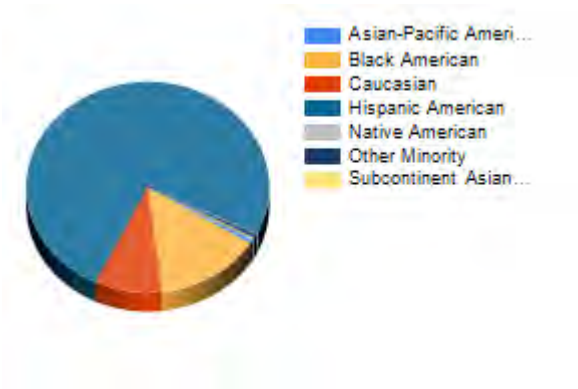
Ethnicity & Gender Summary

Ethnicity	Gender	Number Firms
Asian-Pacific American	Female	2
Asian-Pacific American	Male	3
Black American	Female	21
Black American	Male	88
Caucasian	Female	17
Caucasian	Male	52
Hispanic American	Female	113
Hispanic American	Male	465
Native American	Male	1
Other Minority	Female	1
Other Minority	Male	5
Subcontinent Asian American	Male	2
Total Firms		770



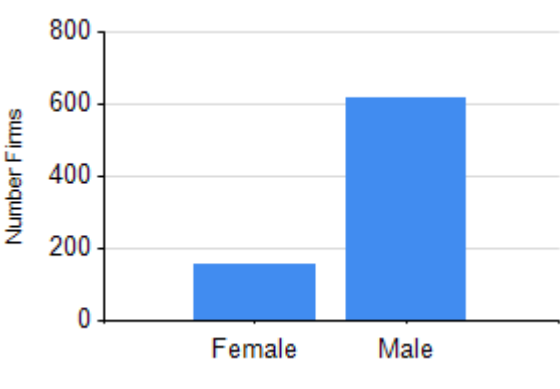
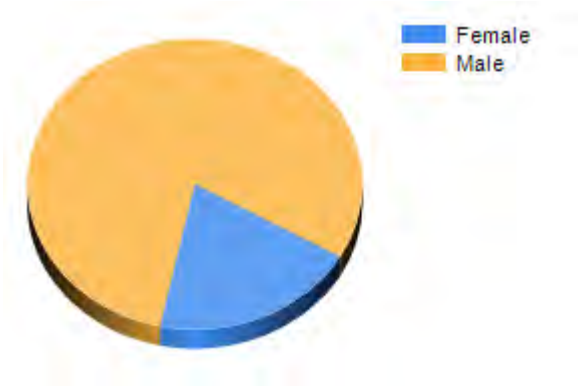
Ethnicity Summary

Ethnicity	Number Firms
Asian-Pacific American	5
Black American	109
Caucasian	69
Hispanic American	578
Native American	1
Other Minority	6
Subcontinent Asian American	2
Total Firms	770



Gender Summary

Gender	Number Firms
Female	154
Male	616
Total Firms	770



SBE- Construction Contracted Breakdown by Race/Ethnicity**- PROJECTS - SBE CON TRADE SET ASIDE**

	Total Contract Award	% By Dollar (\$) Amount
Female	9,273,425	19.8%
Male	34,890,549	74.4%
N/A or Other	2,733,514	5.8%
Total	46,897,488	100.0%
Asian SBE	807,024	1.7%
African American SBE	6,005,239	12.8%
Caucasian SBE	5,488,721	11.7%
Hispanic SBE	31,862,990	67.9%
N/A or Other	2,733,514	5.8%
Total	46,897,488	100.0%
Asian F SBE	61,414	0.13%
Asian M SBE	745,610	1.59%
African American F SBE	3,794,918	8.09%
African American M SBE	2,210,321	4.71%
Caucasian F SBE	3,023,049	6.45%
Caucasian M SBE	2,465,672	5.26%
Hispanic F SBE	2,394,044	5.10%
Hispanic M SBE	29,468,946	62.84%
N/A or Other	2,733,514	5.83%
Total	46,897,488	100.00%

(0)

- PROJECTS WITH SBE-CON GOALS

	Total Contract Award	% By Dollar (\$) Amount
Female SBE	-	0.0%
Male SBE	1,359,450	100.0%
Total	1,359,450	100.0%
Hispanic M SBE	1,359,450	100.0%
Total	1,359,450	100.0%

Project #	Project Name	Prime		Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
8-10	Key Management Staff	MCM		3/1/12	\$ 9,371,872.68		\$ 8,470,214.68		18%	90.38%
	18% of Pre Const. Fee only (\$177,980.00)		MCO Construction	3/1/12		\$ 1,725,679.88		\$ 1,637,099.80	18%	94.87%
R044A	MIA-Hotel Lobby/Public Space Renovations	MCM			\$ 3,642,865.18		\$ 3,642,865.18		77%	100.00%
			Cityworks Construction, LLC			\$ 211,515.18		\$ 211,515.18	6%	100.00%
			Fleites Construction Group			\$ 180,243.08		\$ 180,243.08	5%	100.00%
			Metro Infrastructure, Corp.			\$ 248,598.15		\$ 248,598.15	7%	100.00%
			A-1 All Florida Painting, Inc.			\$ 105,286.30		\$ 105,286.30	3%	100.00%
			Fleites Construction Group			\$ 114,965.18		\$ 114,965.18	3%	100.00%
			World of Frameless Glass, Inc			\$ 190,861.29		\$ 190,861.29	5%	100.00%
			Metro Infrastructure, Corp.			\$ 317,145.09		\$ 317,145.09	9%	100.00%
			EPIC Consultants, Inc.			\$ 190,878.43		\$ 190,878.43	5%	100.00%
			A-1 All Florida Painting, Inc.			\$ 13,821.29		\$ 13,821.29	0%	100.00%
			Century Fire, Inc.			\$ 156,362.84		\$ 156,362.84	4%	100.00%
			Peoples Plumbing & Mechanical			\$ 212,121.58		\$ 212,121.58	6%	100.00%
			DODEC, Inc.			\$ 185,778.57		\$ 185,778.57	5%	100.00%
			Thevenin Enterprises, Inc.			\$ 667,035.06		\$ 667,035.06	18%	100.00%
R107A	MIA- Midfield Fire Station Modification	MCM			\$ 239,258.00		\$ 239,258.00		91%	100.00%
			EPIC Consultants, Inc.			\$ 66,141.00		\$ 66,141.00	28%	100.00%
			Xpress Painting, Inc.			\$ 62,480.00		\$ 62,480.00	26%	100.00%
			Ruben Electric Technology, Inc.			\$ 88,200.00		\$ 88,200.00	37%	100.00%
B313A	MIA- So. Terminal 5th Floor Mechanical Room	MCM			\$ 34,920.67		\$ 34,920.67		82%	100.00%
			EPIC Consultants, Inc.			\$ 12,795.00		\$ 12,795.00	37%	100.00%
			DL & RR Services, LLC			\$ 1,364.00		\$ 1,364.00	4%	100.00%
			Ruben Electric Technology, Inc.			\$ 14,647.00		\$ 14,647.00	42%	100.00%
D022A	MIA-Central Marketplace - Phase II & III	MCM			\$ 3,239,965.32		\$ 3,239,965.32		26%	100.00%
			Lunacon Construction Group, Inc.			\$ 274,607.51		\$ 274,607.51	8%	100.00%
			ABC Construction, Inc.			\$ 10,900.00		\$ 10,900.00	0%	100.00%
			C.L. Elias Construction, Inc.			\$ 44,937.00		\$ 44,937.19	1%	100.00%
			A-1 All Florida Painting, Inc.			\$ 12,195.00		\$ 12,195.00	0%	100.00%
			Century Fire, Inc.			\$ 18,425.00		\$ 18,425.00	1%	100.00%
			Richlin Plumbing, Inc.			\$ 35,219.00		\$ 35,219.00	1%	100.00%
			Sunshine State Air Conditioning			\$ 81,535.71		\$ 81,535.71	3%	100.00%
			Tropical Electric			\$ 369,221.00		\$ 369,221.00	11%	100.00%
780KD11	MIA New Fire Related Dumpers at FPL Vaults #1, #2, & 5 North Terminal	AAP			\$ 202,921.85		\$ 202,921.85		90%	100.00%
			AAP Construction			\$ 183,176.00		\$ 183,176.31	90%	100.00%
S103A	MIA Relocation of Runway & Localizer Shelter	MCM		2/6/14	\$ 156,925.81		\$ 156,925.81		87%	100.00%
			Hernandez Metal Fabrication			\$ 60,175.00		\$ 60,175.00	38%	100.00%
			Dato Electric			\$ 76,294.42		\$ 76,294.42	49%	100.00%

Project #	Project Name	Prime		Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
779Y	MIA-NTD FIS Re-Check	MCM			\$ 5,330,950.90		\$ 5,330,950.90		47%	100.00%
			New Beach Construction			\$ 195,200.00		\$ 195,200.00		100.00%
			Lunacon Construction Group, Inc.			\$ 43,717.00		\$ 43,717.00	1%	100.00%
			Lunacon Construction Group, Inc.			\$ 123,139.62		\$ 123,139.62	2%	100.00%
			Cityworks Construction, LLC			\$ 370,970.58		\$ 370,970.58	7%	100.00%
			A-1 All Florida Painting, Inc.			\$ 29,250.00		\$ 29,250.00	1%	100.00%
			A-1 All Florida Painting, Inc.			\$ 575,753.90		\$ 575,753.90	11%	100.00%
			C.L. Elias Construction, Inc.			\$ 62,281.89		\$ 62,281.89	1%	100.00%
			New Beach Construction			\$ 289,021.22		\$ 289,021.22	5%	100.00%
			Cityworks Construction, LLC			\$ 68,787.00		\$ 68,787.00	1%	100.00%
			Right Way Painting			\$ 69,960.03		\$ 69,960.03	1%	100.00%
			New Beach Construction			\$ 12,000.00		\$ 12,000.00	0%	100.00%
			Century Fire, Inc.			\$ 141,315.73		\$ 141,315.73	3%	100.00%
			Richlin Plumbing, Inc.			\$ 26,195.00		\$ 26,195.00	0%	100.00%
			Coakley Mechanical			\$ 277,871.00		\$ 277,871.00	5%	100.00%
			Green Light Electric System			\$ 404,629.76		\$ 404,629.76	8%	100.00%
			Supreme Ceilings & Interiors			\$ 7,831.00		\$ 7,831.00	0%	100.00%
D105C	MIA-Dolphin & Flamingo Parking Garages Rep.	MCM			\$ 7,284,481.22		\$ 7,284,481.22		92%	100.00%
			S&K Quality Contractors			\$ 820,420.00		\$ 820,420.00	11%	100.00%
			ABC Construction			\$ 3,293,720.13		\$ 3,293,720.13	45%	100.00%
			Hernandez Metal Fabricators			\$ 222,697.36		\$ 222,697.36	3%	100.00%
			A-1 All Florida Painting, Inc.			\$ 847,480.15		\$ 847,480.15	12%	100.00%
			Inclan Painting			\$ 429,576.67		\$ 429,576.67	6%	100.00%
			S&K Quality Contractors			\$ 504,470.00		\$ 504,470.00	7%	100.00%
			Stone Concept Miami			\$ 164,110.00		\$ 164,110.00	2%	100.00%
			S&K Quality Contractors			\$ 95,874.77		\$ 95,874.30	1%	100.00%
			S&K Quality Contractors			\$ 52,025.00		\$ 52,025.00	1%	100.00%
			Peoples Plumbing & Mechanical			\$ 228,748.19		\$ 228,748.19	3%	100.00%
			Ruben Electric Technology, Inc.			\$ 29,600.00		\$ 29,600.00	0%	100.00%
Q043A	Building 861, 862, & 863	MCM			\$ 750,753.44		\$ 750,753.44		82%	100.00%
			Epic Consultants, Inc.			\$ 83,373.26		\$ 83,373.26	1%	100.00%
			A-1 Florida Painting, Inc.			\$ 9,425.00		\$ 9,425.00	1%	100.00%
			Epic Consultants, Inc.			\$ 65,603.89		\$ 65,603.89	9%	100.00%
			Epic Consultants, Inc.			\$ 58,701.17		\$ 58,701.17	8%	100.00%
			Coakley Mechanical Inc.			\$ 7,642.75		\$ 7,642.75	1%	100.00%
			Thevenin Enterprises, Inc.			\$ 461,136.32		\$ 461,136.32	61%	100.00%
S100A	MIA-Conc G Switchgear Replacement	MCM			\$ 1,959,981.14		\$ 1,959,981.14		92%	100.00%
			Solares Electric			\$ 1,811,494.99		\$ 1,811,494.99	92%	100.00%
V040A-1	MIA Satellite E Pavement Rehab. Pkg. 1 MOT/Elect	MCM		12/28/15	\$ 1,523,010.68		\$ 1,523,010.68		83%	100.00%
			ABC Construction			\$ 548,355.66		\$ 548,355.66	36%	100.00%

Project #	Project Name	Prime		Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
			Roberts Traffic & Markings			\$ 347,450.82		\$ 347,450.82	23%	100.00%
			Jador International			\$ 323,244.07		\$ 323,244.07	21%	100.00%
			Ameradrain Plumbing			\$ 42,625.00		\$ 42,625.00	3%	100.00%
			Peoples Plumbing & Mechanical			\$ 6,899.83		\$ 6,899.83	0%	100.00%
	MIA-Quick Response Project Order	MCM		SAO #	\$ 2,012,971.01		\$ 1,859,435.75			92.37%
SAO 43	MIA Hotel Steel Retrofit	MCM		11/9/15	\$ 272,988.64		\$ 272,988.64			100.00%
			Fleites Construction	43		\$ 39,945.00		\$ 39,945.00	15%	100.00%
			A-1 All Florida Painting, Inc.	43		\$ 197,800.00		\$ 197,800.00	72%	100.00%
			Thevenin Enterprises	43		\$ 12,800.00		\$ 12,800.00	5%	100.00%
SAO 47	MIA Hotel Steel Retrofit - Extra Work	MCM		4/8/16	\$ 58,067.31		\$ 58,067.31			100.00%
			Fleites Construction Group, Inc.	47		\$ 53,508.39		\$ 53,508.39	92%	100.00%
SAO 49	MIA Hotel Steel Retrofit - Add'l Work	MCM		5/26/16	\$ 617.29		\$ 617.29			100.00%
			Thevenin Enterprises, Inc.	49		\$ 568.83		\$ 568.83	92%	100.00%
SAO 37/38	MIA FIS Add'l APC (Passport Readers)	MCM		5/28/15	\$ 225,485.06		\$ 225,485.06			100.00%
			C.L. Elias Construction	37/38		\$ 109,589.92		\$ 109,589.92	49%	100.00%
			A-1 All Florida Painting, Inc.	37		\$ 2,725.00		\$ 2,725.00	1%	100.00%
			Century Fire	37		\$ 14,500.00		\$ 14,500.00	6%	100.00%
			Coakley Mechanical Inc.	37		\$ 13,800.00		\$ 13,800.00	6%	100.00%
			Ruben Electric Technology, Inc.	37		\$ 56,500.00		\$ 56,500.00	25%	100.00%
			Fleites Construction	37		\$ 10,500.00		\$ 10,500.00	5%	100.00%
SAO 39	MIA D FIS Add'l APCs 3rd Level Extra	MCM		9/22/15	\$ 24,314.34		\$ 24,314.34			100.00%
			C.L. Elias Construction	39		\$ 14,336.55		\$ 14,336.55	59%	100.00%
			Century Fire	39		\$ 1,953.85		\$ 1,953.85	8%	100.00%
			Coakley Mechanical Inc.	39		\$ 6,115.00		\$ 6,115.00	25%	100.00%
SAO 40/44	MIA Hotel Roof Repair Hotel (Lobby)	MCM		9/12/15	\$ 11,683.86		\$ 11,683.86			100.00%
			Epic Consultants, Inc.	40/44		\$ 10,766.56		\$ 10,766.56	92%	100.00%
SAO 41	MIA Building 845 Interior Paint	MCM		8/31/15	\$ 94,205.80		\$ 94,205.80			100.00%
			Inclan Painting	41		\$ 86,500.00		\$ 86,500.00	92%	100.00%
SAO 42	MIA Electrical Survey Cc G & H	MCM		11/3/15	\$ 32,289.92		\$ 32,289.92			100.00%
			Jador International	42		\$ 29,600.00		\$ 29,600.00	92%	100.00%
SAO 45	MIA Unsafe Stucco @ Terminal E	MCM		3/4/16	\$ 21,663.02		\$ 21,663.02			100.00%
			Epic Consultants, Inc.	45		\$ 19,343.00		\$ 19,343.00	21%	100.00%
SAO 46	MIA Wall of Honor (SAO #46, 48, 50, 52)	MCM		3/4/16	\$ 223,824.87		\$ 223,824.87		100%	100.00%
			EPIC Consultant, Inc.	46		\$ 181,370.00		\$ 181,370.00	81%	100.00%
			Ruben Electric Technology, Inc.	46		\$ 8,800.00		\$ 8,800.00	4%	100.00%
			Epic Consultants, Inc.	48		\$ 15,626.11		\$ 15,626.11	7%	100.00%
			Epic Consultants, Inc.	50		\$ 12,113.60		\$ 12,113.60	5%	100.00%
			Ruben Electric Technology, Inc.	50		\$ 2,070.00		\$ 2,070.00	1%	100.00%
			Epic Consultants, Inc.	52		\$ 3,730.38		\$ 3,730.38	2%	100.00%

Project #	Project Name	Prime		Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
SAO 51	MIA Central/So MCP Elect. Survey	MCM		6/3/16	\$ 54,063.84		\$ 54,063.84		91%	100.00%
			Jador International	51		\$ 49,200.00		\$ 49,200.00	91%	100.00%
SAO 53/58	MIA Lower E Emergency Pull Station (SAO #53, 58)	MCM		9/12/16	\$ 77,834.49		\$ 77,834.49		94%	100.00%
			Jador International	53		\$ 50,879.55		\$ 50,879.55	65%	100.00%
			Jador International	58		\$ 22,488.24		\$ 22,488.24	29%	100.00%
SAO 54	MIA Cent Ticket Counters (UA) Demo Work	MCM		8/15/16	\$ 97,438.75		\$ 97,438.75		92%	100.00%
			Paradises Awning	54		\$ 96,494.13		\$ 96,494.13	99%	100.00%
			Ruben Electric Technology, Inc.	54		\$ 14,875.00		\$ 14,875.00	15%	100.00%
			Paradises Awning	70		\$ (46,876.00)		\$ (46,876.00)	-48%	100.00%
			Paradises Awning	71		\$ 25,295.62		\$ 25,295.62	26%	100.00%
SAO 56/69	MIA Cc E Satellite - 400 hz Replacement	MCM		1/20/16	\$ 271,571.30		\$ 271,571.30		92%	100.00%
			Clearview Electric	56		\$ 125,250.00		\$ 118,099.25	46%	94.29%
			Clearview Electric	69		\$ 125,000.00		\$ 115,520.00	46%	92.42%
SAO 57/60	MIA Renov. ID Section - Debris Removal	MCM		1/18/16	\$ 7,459.72		\$ 7,459.72			100.00%
			Fleites Construction Group, Inc.	57		\$ 4,330.46		\$ 4,330.46	0%	100.00%
			Fleites Construction	60		\$ 2,556.78		\$ 2,556.78	0%	100.00%
SAO 62	MIA E-FIS 1st, 2nd, 3rd Floor HVAC (SAO 62, 67, 68)	MCM		7/7/17	\$ 262,278.00		\$ 262,278.00		92%	100.00%
			Coakley Mechanical Inc.	62		\$ 216,700.00		\$ 216,700.00	83%	100.00%
			Coakley Mechanical	67		\$ 20,438.44		\$ 20,438.44	8%	100.00%
			Coakley Mechanical	68		\$ 12,630.00		\$ 12,630.00	5%	100.00%
			Coakley Mechanical	72		\$ (7,552.20)		\$ (7,552.20)	-3%	100.00%
SAO 64	MIA E-FIS Water Fountains/Sink (SAO #64, 73, 74)	MCM		8/14/17	\$ 34,429.44		\$ 34,429.44		92%	100.00%
			C.L. Elias Construction	64		\$ 5,934.16		\$ 5,934.16	17%	100.00%
			Ameradrain Plumbing	64		\$ 25,000.00		\$ 25,000.00	73%	100.00%
			Thevenin Enterprises	64		\$ 792.00		\$ 792.00	2%	100.00%
			C. L. Elias	74		\$ 244.16		\$ 244.16	0%	100.00%
SAO 76	MIA Bldg 3030 2nd FL Paint & Light (SAO #76, 77, 78)	MCM		8/29/18	\$ 118,212.72		\$ 118,212.72		92%	100.00%
			Kesoki Painting LLC	76		\$ 13,000.00		\$ 12,900.00	11%	99.23%
			Tesla Engineering, Inc	76		\$ 34,570.00		\$ 32,841.50	29%	95.00%
			Tesla Engineering, Inc	77		\$ 28,636.07		\$ 27,204.26	24%	95.00%
			Tesla Engineering, Inc	78		\$ 32,725.67		\$ 31,089.38	28%	95.00%
SAO 80/83	MIA Terminal F TSA Onsite Consolidational (SAO #80, 83)	MCM		5/16/19	\$ 297,459.89		\$ 282,586.89		94%	95.00%
			C L Elias Construction	80		\$ 88,183.00		\$ 83,773.85	30%	95.00%
			Affordable Carpet & Maint Inc	80		\$ 31,464.47		\$ 29,582.33	11%	94.02%
			Massu Infrastructure	80		\$ 23,346.00		\$ 20,578.70	8%	88.15%
			Ameradrain Plumbing	80		\$ 4,200.00		\$ 3,870.30	1%	92.15%
			C J Fire Protection Inc	80		\$ 9,600.00		\$ 9,120.00	3%	95.00%
			Air Zone Inc.	80		\$ 26,000.00		\$ 24,225.00	9%	93.17%
			Tesla Engineering, Inc	80		\$ 34,770.00		\$ 30,843.01	12%	88.71%

Project #	Project Name	Prime		Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
			C L Eliase Construction	83		\$ 4,607.33		\$ 4,607.33	2%	100.00%
			CJ Fire Protection	83		\$ 1,265.00		\$ 1,265.00	0%	100.00%
			Tesla Engineering	83		\$ 51,792.96		\$ 51,391.79	17%	99.23%
SAO 81	MIA E-FIS Carousel #4 (SAO #81)	MCM		8/19/19	\$ 94,388.53		\$ 89,669.10		92%	95.00%
			Conbuilt	81		\$ 53,178.00		\$ 50,519.10	56%	95.00%
			C J Fire Protection	81		\$ 15,000.00		\$ 14,250.00	16%	95.00%
			ARO Electrical	81		\$ 18,800.00		\$ 17,860.00	20%	95.00%
U-055-A	MIA-Int. Renov. Reloc. Of ID Section/Drivers	MCM		4/18/16	\$ 2,988,348.84		\$ 2,988,348.84		92%	100.00%
			AAP Construction (Gen)			\$ 313,519.64		\$ 313,519.64	10%	100.00%
			Paradise Awnings			\$ 73,117.81		\$ 73,117.81	2%	100.00%
			AAP Construction (Carpentry)			\$ 99,132.25		\$ 99,132.25	3%	100.00%
			C.L. Elias Construction			\$ 134,955.94		\$ 134,955.94	5%	100.00%
			World of Frameless Glass			\$ 89,153.81		\$ 89,153.81	3%	100.00%
			Chavez South Florida Interiors			\$ 248,620.11		\$ 248,620.11	8%	100.00%
			AAP Construction (Floor & Ceiling)			\$ 196,013.00		\$ 196,013.00	7%	100.00%
			A-1 All Florida Painting, Inc.			\$ 28,079.40		\$ 28,079.40	1%	100.00%
			Century Fire			\$ 275,462.94		\$ 275,462.94	9%	100.00%
			Al Hill Plumbing			\$ 67,692.00		\$ 67,692.00	2%	100.00%
			Sunshine State Air Conditioning			\$ 295,245.40		\$ 295,245.40	10%	100.00%
			Thevening Enterprises			\$ 923,841.44		\$ 923,841.19	31%	100.00%
V-075-A	MIA-Structural Bridge Repairs No. 3111	MCM			\$552,274.69		\$ 552,274.69		92%	100.00%
			ABC Construction, Inc.			\$205,161.38		\$ 205,161.38	37%	100.00%
			AAP Construction Group Corp.			\$79,784.00		\$ 79,784.00	14%	100.00%
			EPIC Consultants, Inc.			\$98,197.00		\$ 98,197.00	18%	100.00%
			A-1 All Florida Painting, Inc.			\$122,750.00		\$ 122,750.00	22%	100.00%
T-072-D	Lower Concourse E APM Station 4th Floor	MCM			\$2,246,012.33		\$ 2,246,012.33		92%	100.00%
			AAP Construction Group Corp."A"			\$351,657.00		\$ 351,657.00	16%	100.00%
			Paradise Awnings Corporation			\$569,970.16		\$ 569,970.16	25%	100.00%
			AAP Construction Group Corp."D"			\$147,508.03		\$ 147,508.03	7%	100.00%
			AAP Construction Group Corp."E"			\$218,185.20		\$ 218,185.20	10%	100.00%
			A1-All Florida Painting, Inc			\$18,600.00		\$ 18,600.00	1%	100.00%
			Century Fire, Inc.			\$155,062.50		\$ 155,062.50	7%	100.00%
			Coakley Mechanical, Inc.			\$114,500.00		\$ 114,500.00	5%	100.00%
			Solares Electrical Servces			\$497,718.85		\$ 497,718.85	22%	100.00%
V-043-A	Central Ticket Counters F, G Phase 1	MCM		9/23/16	\$ 771,071.17		\$ 771,071.17		89%	100.00%
			C. L. Elias Construction, Inc			\$114,390.79		\$ 114,390.79	15%	100.00%
			Paradise Awnings Corp			\$48,264.50		\$ 48,264.50	6%	100.00%

Project #	Project Name	Prime		Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
			ABC Construction, Inc			\$69,305.93		\$ 69,305.93	9%	100.00%
			Everett Painting Company, Inc			\$5,710.21		\$ 5,710.21	1%	100.00%
			C. L. Elias Construction, Inc			\$13,997.00		\$ 13,997.00	2%	100.00%
			DAC Air Conditioning Corp			\$119,970.00		\$ 119,970.00	16%	100.00%
			Jador International Corp			\$316,024.55		\$ 316,024.55	41%	100.00%
			National Fire Protection			\$10,513.65		\$ 10,513.65	1%	100.00%
U-037-A	United Airlines Colocation ATO Renovations	MCM		9/16/16	\$ 361,453.93		\$ 361,453.93		99%	100.00%
			Delka Innovo Group			\$31,113.45		\$ 31,113.45	9%	100.00%
			Paradise Awnings Corp			\$33,814.03		\$ 33,814.03	9%	100.00%
			Delka Innovo Group			\$65,137.00		\$ 65,137.00	18%	100.00%
			Delka Innovo Group			\$4,173.00		\$ 4,173.00	1%	100.00%
			Epic Consultants, Inc			\$33,347.92		\$ 33,347.92	9%	100.00%
			Epic Consultants, Inc			\$23,101.00		\$ 23,101.00	6%	100.00%
			Everett Painting Company, Inc			\$8,709.49		\$ 8,709.49	2%	100.00%
			Delka Innovo Group			\$10,953.51		\$ 10,953.51	3%	100.00%
			DAC Air Conditioning Corp			\$42,445.78		\$ 42,445.78	12%	100.00%
			Al Hill Plumbing Corp			\$17,565.00		\$ 17,565.00	5%	100.00%
			National Fire Protection			\$10,536.83		\$ 10,536.83	3%	100.00%
			Thevenin Enterprises, Inc			\$86,860.79		\$ 86,860.79	24%	100.00%
T074-H	E-FIS Emergency Renovations, 1st Level	MCM		2/28/17	\$ 1,878,855.28		\$ 1,863,726.30		69%	99.19%
			A1-All Florida Painting, Inc			\$36,797.90		\$ 36,797.00	2%	100.00%
			AAP Construction Group Corp.			\$805,851.07		\$ 805,851.00	43%	100.00%
			Century Fire, Inc.			\$113,870.21		\$ 113,870.00	6%	100.00%
			Jador International Corp			\$338,559.12		\$ 338,559.12	18%	100.00%
T072-H	Lower Cc E-FIS Renovation Security & Access Control 1st & 3rd Level	MCM		8/29/17	\$ 1,383,996.30		\$ 1,269,083.05		18%	91.70%
			Jador International Corp			\$246,647.49		\$ 202,967.62	18%	82.29%
X045A	Conc. J Gate 3 - EDS Room	MCM		9/9/17	\$ 400,273.02		\$ 400,273.02		78%	100.00%
			AAP Consrucion Group Corp.			\$83,643.00		\$ 83,643.00	21%	100.00%
			AAP Consrucion Group Corp.			\$15,250.00		\$ 15,250.00	4%	100.00%
			AAP Consrucion Group Corp.			\$38,450.00		\$ 38,450.00	10%	100.00%
			Ameradrain Plumbing			\$47,800.24		\$ 47,800.24	12%	100.00%
			Thevenin Enterprises Inc.			\$112,863.75		\$ 112,863.75	28%	100.00%
			Jordim International			\$63,785.50		\$ 63,785.50	3%	100.00%
T072-H	Lower Cc E-FIS Renovation Third Level	MCM		8/29/17	\$ 357,550.43		\$ 357,550.43		78%	100.00%
			EPIC Consultant			\$117,932.97		\$ 117,933.00	33%	100.00%
			World of Frameless Glass			\$6,950.00		\$ 6,950.00	2%	100.00%
			EPIC Consultant			\$20,003.00		\$ 20,003.00	6%	100.00%
			Century Fire			\$32,380.00		\$ 32,380.00	9%	100.00%

Project #	Project Name	Prime		Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
			American Commerical Services			\$22,455.00		\$ 22,455.00	6%	100.00%
			Thevenin Enterprises			\$79,021.88		\$ 79,022.00	22%	100.00%
U010-F	Satellite E AHU-1 Replacement	MCM		9/13/17	\$ 406,343.64		\$ 406,343.64		84%	100.00%
			Paradise Construction			\$29,677.00		\$ 29,677.00	7%	100.00%
			AAP Construction Group Corp			\$8,640.00		\$ 8,640.00	2%	100.00%
			American Commerical Services			\$262,639.00		\$ 262,639.00	65%	100.00%
			Century Fire			\$14,075.01		\$ 14,075.01	3%	100.00%
			Thevenin Enterprises			\$26,188.93		\$ 26,188.93	6%	100.00%
R023-A	Outfall No. 2 & 3 Boom & Skimmer System	MCM		4/24/18	\$ 1,722,858.44		\$ 1,477,901.67		86%	85.78%
			ABC Construction			\$1,285,001.34		\$ 1,266,751.00	75%	98.58%
			ABC Construction			\$53,900.00		\$ 53,700.00	3%	99.63%
			Tesla Engineering, Inc			\$149,531.06		\$ 134,636.95	9%	90.04%
P109-A	Bearing Modifications to Bridge #3062 B & C	MCM		5/17/18	\$ 274,330.58		\$ 244,262.42		78%	89.04%
			SK Quality Contractor, Inc			\$58,800.00		\$ 65,414.30	21%	111.25%
			SK Quality Contractor, Inc			\$114,900.00		\$ 114,376.50	42%	99.54%
			SK Quality Contractor, Inc			\$40,000.00		\$ 36,954.04	15%	92.39%
T072E	Lower Conc E 3rd Level Sterile Corridor	MCM		9/12/18	\$ 1,857,865.39		\$ 1,329,984.08		90%	71.59%
			C. L Elias Construction			\$440,828.27		\$ 308,953.97	24%	70.08%
			Paradise Awings Corp			\$168,470.59		\$ 115,435.41	9%	68.52%
			EPIC Consultant, Inc			\$115,586.00		\$ 105,953.49	6%	91.67%
			C. L Elias Construction			\$122,441.32		\$ 75,458.35	7%	61.63%
			EPIC Consultant, Inc			\$169,980.00		\$ 128,021.07	9%	75.32%
			AAP Construction Group Corp			\$49,350.00		\$ 30,299.73	3%	61.40%
			C J Fire Protection Inc			\$203,287.00		\$ 175,634.42	11%	86.40%
			Thevenin Enterprises Inc.			\$108,000.00		\$ 55,335.12	6%	51.24%
			Jador International Corp			\$288,594.15		\$ 219,283.55	16%	75.98%
P0256C	Relocation of Swissport Shop and Offices	MCM		7/30/18	\$ 716,579.09		\$ 675,885.45		90%	94.32%
			SK Quality Contractor, Inc			\$67,557.86		\$ 67,557.86	9%	100.00%
			SK Quality Contractor, Inc			\$46,538.93		\$ 46,538.93	6%	100.00%
			Delka Innovo Group			\$116,404.80		\$ 115,476.65	16%	99.20%
			Oratso Corporation			\$30,741.39		\$ 30,741.39	4%	100.00%
			Kesoki Painting LLC			\$11,960.00		\$ 11,960.00	2%	100.00%
			C J Fire Protection Inc			\$29,104.00		\$ 29,104.00	4%	100.00%
			Ameradrain Plumbing			\$186,946.26		\$ 186,946.26	26%	100.00%
			Thevenin Enterprises Inc.			\$25,764.14		\$ 25,764.14	4%	100.00%
			PYD Electric Corp			\$130,420.00		\$ 95,643.08	18%	73.33%
P0256C(I)	Relocation of Swissport Interior Offices	MCM		7/30/18	\$ 665,402.32		\$ 605,669.70		79%	91.02%
			SK Quality Contractor, Inc			\$67,689.11		\$ 64,397.00	10%	95.14%
			Fleites Construction Group, Inc.			\$57,484.00		\$ 57,484.00	9%	100.00%

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			Delka Innovo Group			\$31,900.00		\$ 31,900.00	5%	100.00%
			C. L Elias Construction			\$30,941.00		\$ 30,941.00	5%	100.00%
			C. L Elias Construction			\$41,459.55		\$ 41,459.55	6%	100.00%
			C. L Elias Construction			\$25,904.70		\$ 25,904.70	4%	100.00%
			Government Business Development			\$10,890.00		\$ 10,890.00	2%	100.00%
			C J Fire Protection Inc			\$45,000.00		\$ 44,600.00	7%	99.11%
			Marvi Builders LLC			\$51,702.00		\$ 49,202.00	8%	95.16%
			DC Electric Inc			\$160,894.48		\$ 160,894.48	24%	100.00%
P0256C(T)	Relocation of Triangle Shop and Offices	MCM		8/30/18	\$ 595,197.59		\$ 504,583.28		73%	84.78%
			SK Quality Contractor, Inc			\$90,328.17		\$ 87,835.17	15%	97.24%
			C. L Elias Construction			\$135,399.81		\$ 86,736.79	23%	64.06%
			Delka Innovo Group			\$61,346.10		\$ 58,087.97	10%	94.69%
			Kesoki Painting LLC			\$31,913.75		\$ 31,913.15	5%	100.00%
			CJ Fire & Protection			\$47,824.89		\$ 46,629.27	8%	97.50%
			Thevenin Enterprises, Inc			\$65,170.00		\$ 50,202.39	11%	77.03%
			MAG Construction			\$132,060.57		\$ 132,060.57	22%	100.00%
P0256B	Interior Wash Rack for Swissport Facility (Bldg 701)	MCM		6/15/18	\$ 384,077.78		\$ 365,766.18		89%	95.23%
			Delka Innovo Group			\$79,214.33		\$ 79,214.33	21%	100.00%
			SK Quality Contractor, Inc			\$14,391.22		\$ 14,388.22	4%	99.98%
			SK Quality Contractor, Inc			\$68,920.00		\$ 68,920.00	18%	100.00%
			Kesoki Painting LLC			\$23,710.55		\$ 23,710.55	6%	100.00%
			Delka Innovo Group			\$53,650.00		\$ 53,650.00	14%	100.00%
			C J Fire Protection Inc			\$20,000.00		\$ 20,000.00	5%	100.00%
			Ameradrain Plumbing			\$41,920.00		\$ 40,902.25	11%	97.57%
			Thevenin Enterprises			\$14,060.00		\$ 14,060.00	4%	100.00%
			Thevenin Enterprises			\$24,091.44		\$ 24,091.44	6%	100.00%
P0256D	Fumigation Facility Relocation	MCM		10/1/18	\$ 1,416,682.71		\$ 1,360,950.83		64%	96.07%
			AAP Construction Group Corp			\$291,695.19		\$ 291,695.19	21%	100.00%
			AAP Construction Group Corp			\$4,700.00		\$ 4,700.00	0%	100.00%
			AAP Construction Group Corp			\$800.00		\$ 800.00	0%	100.00%
			AAP Construction Group Corp			\$224,098.00		\$ 224,098.00	16%	100.00%
			Kesoki Painting LLC			\$3,490.00		\$ 3,490.00	0%	100.00%
			Ameradrain Plumbing			\$219,745.21		\$ 219,745.21	16%	100.00%
			PYD Electric Corp			\$156,960.00		\$ 147,687.00	11%	94.09%
U010D3	CC E Satellite 400Hz System Upgrade Phase II	MCM		2/25/19	\$ 1,142,300.89		\$ -		78%	0.00%
			AAP Construction Group Corp			\$66,180.00		\$ -	6%	0.00%
			C L Elias Construction			\$27,987.00		\$ -	2%	0.00%
			AAP Construction Group Corp			\$6,685.00		\$ -	1%	0.00%
			MAG Construction			\$11,000.00		\$ -	1%	0.00%
			Thevenin Enterprises			\$779,000.00		\$ -	68%	0.00%

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X113A	AA Admiral's Club MDAD Infrastructure & New Stairs	MCM		2/22/19	\$ 1,730,240.46		\$ 505,323.55		74%	29.21%
			Stone Concept Miami			\$198,000.00		\$ 15,000.00	11%	7.58%
			Fleites Construction			\$457,000.00		\$ 316,763.64	26%	69.31%
			AAP Construction Group Corp			\$18,800.00		\$ -	1%	0.00%
			Paradise Construction			\$112,800.00		\$ -	7%	0.00%
			AAP Construction			\$15,500.00		\$ -	1%	0.00%
			Ameradrain Plumbing			\$4,000.00		\$ -	0%	0.00%
			Air Zone Inc			\$245,000.00		\$ 76,976.38	14%	31.42%
			C.J. Fire Protection			\$24,000.00		\$ 3,247.20	1%	13.53%
			ARO Electrical Constructors			\$199,900.00		\$ 16,327.11	12%	8.17%
X116A	Concc H Restroom Renovations	MCM		2/22/19	\$ 2,634,822.69		\$ 326,453.66		86%	12.39%
			Conbuild LLC			\$723,108.00		\$ 132,337.53	27%	18.30%
			Chavez South Florida Interiors			\$361,000.00		\$ 51,542.05	14%	14.28%
			Delka Innovo Group			\$22,000.00		\$ -	1%	0.00%
			AAP Construction Group			\$429,000.00		\$ 8,988.66	16%	2.10%
			Kesoki Painting LLC			\$36,473.00		\$ 1,514.16	1%	4.15%
			C.J. Fire Protection			\$65,000.00		\$ 3,375.00	2%	5.19%
			RCR Plumbing Services			\$354,632.00		\$ 38,530.50	13%	10.86%
			Thevenin Enterprises			\$92,000.00		\$ 19,349.46	3%	21.03%
			Jador International Corp			\$192,000.00		\$ 38,794.50	7%	20.21%
U010D2	PC Air Temporary EGCW Plant for Lower E Service	MCM		2/6/19	\$ 2,818,244.75		\$ 151,272.42		77%	5.37%
			EPIC Consultant, Inc			\$171,248.00		\$ 1,485.25	6%	0.87%
			Cool Water Air Conditioning			\$1,659,852.00		\$ 96,825.36	59%	5.83%
			Thevenin Enterprises			\$348,000.00		\$ 5,598.00	12%	1.61%
V059A	RCF D60 Gate New Swing Doors	MCM		2/22/19	\$ 395,963.43		\$ 79,444.83		90%	20.06%
			Stone Concept Miami			\$87,500.00		\$ 18,876.83	22%	21.57%
			Stone Concept Miami			\$52,000.00		\$ -	13%	0.00%
			C. L. Elias Construction, Inc			\$73,246.00		\$ 35,759.91	18%	48.82%
			World of Frameless Glass			\$50,500.00		\$ -	13%	0.00%
			Paradise Awning			\$70,000.00		\$ -	18%	0.00%
			Clearview Electric			\$23,400.00		\$ 16,760.63	6%	71.63%
I111B	Homestead General Aviation Security Enhancement	MCM		2/12/19	\$ 698,694.19		\$ 376,251.81		84%	53.85%
			Fence Masters Inc			\$587,120.00		\$ 347,298.30	84%	59.15%
T072H4	Lower Conc E-FIS 1st & 3rd Floor Door Replacement	MCM		4/28/19	\$ 234,703.61		\$ -		46%	0.00%
			AAP Construction Group Corp			\$88,450.00		\$ -	38%	0.00%
			EPIC Consultants, Inc			\$15,670.00		\$ -	7%	0.00%
			Clearview Electric			\$92,250.00		\$ -	39%	0.00%
T072F	Lower Conc E Mechancial Room Upgrades	MCM		3/19/19	\$ 507,825.66		\$ -		80%	0.00%
			Conbuild LLC			\$132,127.00		\$ -	26%	0.00%
			C. L. Elias Construction, Inc			\$71,253.00		\$ -	14%	0.00%

Project #	Project Name	Prime		Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
			Kesoki Painting LLC			\$80,069.47		\$ -	16%	0.00%
			Gamma Air System			\$122,768.00		\$ -	24%	0.00%
V102A	OPF Customs Building Remodel	MCM		5/3/19	\$ 1,032,589.79				56%	0.00%
			AAP Construction Group			\$243,540.00		\$ -	24%	0.00%
			AAP Construction Group			\$51,300.00		\$ -	5%	0.00%
			Stone Concept Miami			\$70,000.00		\$ -	7%	0.00%
			Stone Concept Miami			\$174,000.00		\$ -	17%	0.00%
			AAP Construction Group			\$25,380.00		\$ -	2%	0.00%
			AAP Construction Group			\$18,450.00		\$ -	2%	0.00%
			Century Fire Inc			\$15,825.00		\$ -	2%	0.00%
			Ameradrain Plumbing			\$35,000.00		\$ -	3%	0.00%
			Marvi Builders LLC			\$28,000.00		\$ -	3%	0.00%
			Jador International Corp			\$199,500.00		\$ -	19%	0.00%
V089B	Building 716 Restroom Upgrade & Renovations	MCM			\$ 1,293,291.94				84%	0.00%
			Delka Innovo Group			\$269,009.42			21%	0.00%
			Delka Innovo Group			\$48,000.00			4%	0.00%
			Delka Innovo Group			\$23,000.00			2%	0.00%
			AAP Construction Group			\$8,400.00			1%	0.00%
			AAP Construction Group			\$240,600.00			19%	0.00%
			CJ Fire & Protection			\$74,000.00			6%	0.00%
			MAG Construction			\$332,211.00			26%	0.00%
			Gamma Air System			\$30,193.14			2%	0.00%
			PYD Electric Corp			\$58,950.00			5%	0.00%
U010C	Airside Operations Break Room	MCM			\$ 364,090.17				82%	0.00%
			Paradise Construction			\$87,800.00			24%	0.00%
			Paradise Construction			\$24,300.00			7%	0.00%
			Conbuild LLC			\$32,259.00			9%	0.00%
			Mass Infrastructure Coatings			\$7,218.00			2%	0.00%
			Century Fire, Inc.			\$10,345.00			3%	0.00%
			Ameradrain Plumbing			\$49,000.00			13%	0.00%
			Air Zone Inc			\$37,800.00			10%	0.00%
			ARO Electrical Constructors			\$49,500.00			14%	0.00%
	Subtotal (SBE/Construction Trade Set-Aside)				\$ 69,863,095.80	\$ 46,897,487.92	\$ 56,176,256.28	\$ 36,927,399.72	67%	

PROJECTS WITH SBE/CONSTRUCTION GOALS

Project #	Project Name	Prime	SBE/Const. Subcontractor	Start Date	Contract Award	SBE/Const.	Amount Paid to GC	Amount Paid to SBE/C	SBE/C Part.	% Complete
V040A-3	MIA-Sat.E Pavement Rehab-Pkg.3 Asphalt	MCM		12/28/15	\$ 1,167,666.27		\$ 887,924.46		6%	76.04%
	SBE/CONSTRUCTION GOAL (6%)		General Asphalt - Prime		\$ 1,016,955.55			\$ 818,332.79		
		SBE Firm	Quality Construction Performance			\$ 58,757.94			6%	
V040A-2	MIA-Sat.E Pavement Rehab-Pkg. 2 Concrete	MCM			\$ 3,201,675.93		\$ 3,201,675.92		15%	100.00%
	SBE/CONSTRUCTION GOAL (15%)		Cherokee Enterprises - Prime		\$ 2,959,188.43			\$ 2,959,188.43		
		SBE Firm	A&M Brothers Concrete & Drainage			\$ 617,075.00			15%	
X149A	CC G PCA 400Hz & Precooling	MCM		12/11/18	\$ 1,889,530.31		\$ 1,629,435.86		13%	86.23%
	SBE/CONSTRUCTION GOAL (12.67%)		ITW GSE Inv - Primw		\$ 1,589,808.00			\$ 1,507,942.60	13%	
			North American Const. - SBE Firm			\$ 683,617.44				
	TOTAL SBE/Construction PARTICIPATION				\$ 6,258,872.51	\$ 1,359,450.38			22%	

MCC-8-10 PROJECTS WITHOUT CONTRACT MEASURES

Project #	Project Name	Prime	Const. Subcontractor	Start Date	Contract Award	Subcontractor	Amount Paid to GC	Amount Paid to Subs		% Complete
K069B	MIA-Hotel 8th Floor Pool Demolition Phase II	DPC		12/12/12	\$ 5,713,132.12		\$ 5,713,132.12		0%	100.00%
	No Measures - Emergency Job - DPC					\$ 5,209,960.00		\$ 5,209,960.00		
730A6	MIA-NTD BHS Phase 3 Mechanical Electrical	Jordin Intl		4/23/13	\$ 4,769,054.46		\$ 4,769,054.46		0%	100.00%
	No Measures - Emergency Job - Jordin Intl					\$ 4,376,735.98		\$ 4,376,735.98		
	MIA-Quick Response Project Order	MCM								
SAO 1/7	MIA Aero Mexico Offices	MCM		6/13/12	\$ 16,083.17		\$ 16,083.17		89%	100.00%
			Titan Construction Group	1		\$ 9,750.00		\$ 9,750.00	61%	100.00%
			Residential Kitchen Design, Inc.	1		\$ 2,400.00		\$ 2,400.00	15%	100.00%
			Ruben Electric Tech., Inc.	1		\$ 1,498.00		\$ 1,498.00	9%	100.00%
			Ruben Electric Tech., Inc.	7		\$ 711.72		\$ 711.72	4%	100.00%
SAO 2/36	MIA Chiller Plant Tile Removal	MCM		8/16/12	\$ 69,304.36		\$ 69,304.36		67%	100.00%
			MCM - Self Performing	2/36		\$ 46,627.08		\$ 46,627.08	67%	100.00%
SAO 3	MIA Conc J Club Amer - Procure (SAO 3, 6, 26, 27)	MCM		7/20/12	\$ 139,524.09		\$ 139,524.09		80%	100.00%
			Materials Sub	3/26/27		\$ 57,238.00		\$ 57,238.00	41%	100.00%
			New Beach Partners	6		\$ 41,000.00		\$ 41,000.00	29%	100.00%
			Onabuc Inc	6		\$ 13,959.00		\$ 13,959.00	10%	100.00%
SAO 4	MIA MIC Mover Bollards/Gate Installation	MCM		10/4/12	\$ 10,586.49		\$ 10,586.49		88%	100.00%
			MCM - Self Performing	4		\$ 9,306.57		\$ 9,306.57	88%	100.00%
SAO 5/13	MIA Midfield Fire Station - Kitchen	MCM		8/10/12	\$ 69,617.49		\$ 69,617.49		89%	100.00%
			Archon Air Management			\$ 16,900.00		\$ 16,900.00	24%	100.00%

			Residential Kitchen Design, Inc.	5		\$ 37,700.00		\$ 37,700.00	54%	100.00%
			Materials Sub	13		\$ 7,498.22		\$ 7,498.22	11%	100.00%
SAO 8	MIA FIS Inspect. Station Int Fin	MCM		11/8/12	\$ 89,679.60		\$ 89,679.60		84%	100.00%
			Ruben Electric Tech., Inc.	8		\$ 75,500.00		\$ 75,500.00	84%	100.00%
SAO 9	MIA Conc G Phase II Layout & X-ray	MCM		2/20/13	\$ 12,279.52		\$ 12,279.52		64%	100.00%
			MPG Technical Group	9		\$ 4,600.00		\$ 4,600.00	37%	100.00%
	work was not performed		Dynalectric	9		\$ 3,240.00		\$ 3,240.00	26%	100.00%
SAO 16/63	MIA Conc H Gates 7, 9, & 11	MCM		7/31/13	\$ 3,429.23		\$ 3,429.23		92%	100.00%
			MPG Technical Group	16/63		\$ 1,000.00		\$ 1,000.00	29%	100.00%
			Dynalectric	16/63		\$ 2,160.00		\$ 2,160.00	63%	100.00%
SAO 10/20	MIA NTD FIS Security Doors Upgrade	MCM		1/8/13	\$ 112,903.44		\$ 112,903.44		90%	100.00%
			Dash Door & Closure	10/20		\$ 101,696.00		\$ 101,696.00	90%	100.00%
SAO 11	MIA NTD FIS Station Interior Finish	MCM		3/20/13	\$ 868.16		\$ 868.16		92%	100.00%
			Ruben Electric Tech., Inc.	11		\$ 800.00		\$ 800.00	92%	100.00%
SAO 12	MIA Top of Port Restauranr MIA Hotel - Flooring	MCM		2/28/13	\$ 3,311.19		\$ 3,311.19		87%	100.00%
			Supreme Ceiling & Interior	12		\$ 2,872.00		\$ 2,872.00	87%	100.00%

Project #	Project Name	Prime	Const. Subcontractor	Start Date	Contract Award	Subcontractor	Amount Paid to GC	Amount Paid to Subs		% Complete
SAO 14	MIA OPF Building 40 & 41 Repairs & Renov	MCM		7/9/13	\$ 268,407.65		\$ 268,407.65		92%	100.00%
			A1 All Florida Painting	14		\$ 78,125.00		\$ 78,125.00	29%	100.00%
			Hernandez Metal Fabrication	14		\$ 169,020.00		\$ 169,020.00	63%	100.00%
SAO 21	MIA OPF Building 40 & 41 Repairs & Renov	MCM		1/23/14	\$ 17,702.21		\$ 17,702.21		186%	100.00%
			Hernandez Metal Fabrication	21		\$ 16,232.98		\$ 16,232.98	92%	100.00%
SAO 24/34	MIA OPF Building 40 & 41 Repairs & Renov	MCM		2/14/14	\$ 21,380.26		\$ 21,380.26		94%	100.00%
			Hernandez Metal Fabrication	24/34		\$ 20,135.00		\$ 20,135.00	94%	100.00%
SAO 17/35	MIA NTD CPB Lamps - Procurement	MCM		7/26/13	\$ 3,777.90		\$ 3,777.90		95%	100.00%
			Eglo USA Inc	17/35		\$ 3,600.00		\$ 3,600.00	95%	100.00%
SAO 18	MIA Conc H Canopy Replacement	MCM		7/26/13	\$ 121,945.90		\$ 121,945.90		92%	100.00%
			Paradise Awning	18		\$ 112,000.00		\$ 112,000.00	92%	100.00%
SAO 19	MIA NTD Backup A/C Units Installation	MCM		9/9/13	\$ 66,059.80		\$ 66,059.80		89%	100.00%
			Sunshine State Air Cond.	19		\$ 59,000.00		\$ 59,000.00	89%	100.00%
SAO 22/25	MIA Central Blvd Piers	MCM		10/31/13	\$ 17,363.20		\$ 17,363.20		92%	100.00%
			Bonded Lighting Protection	22/25		\$ 16,000.00		\$ 16,000.00	92%	100.00%
SAO 23	MIA Train Station Scaffolding	MCM		1/8/14	\$ 13,706.59		\$ 13,706.59		92%	100.00%
			Safway Service, LLC	19		\$ 12,630.47		\$ 12,630.47	92%	100.00%
SAO 28	MIA Cc Hotel Elevator - Opening for Buttons	MCM		6/11/14	\$ 3,489.35		\$ 3,489.35		92%	100.00%
			Cityworks Construction, LLC	28		\$ 3,215.40		\$ 3,215.40	92%	100.00%
SAO 29	MIA Cc Hotel 3rd Floor Plumbing Work	MCM		6/11/14	\$ 76,560.86		\$ 76,560.86		92%	100.00%
			People's Plumbing	29		\$ 70,550.00		\$ 70,550.00	92%	100.00%
SAO 30	MIA Cc E Check Poibnt HVAC	MCM		6/17/14	\$ 1,247.98		\$ 1,247.98		92%	100.00%
			Sunshine State Air Cond.	30		\$ 1,150.00		\$ 1,150.00	92%	100.00%

SAO 31	MIA Chapel Cladding	MCM		4/21/14	\$ 5,078.74		\$ 5,078.74		92%	100.00%
			Architectural Cladding Spec	31		\$ 4,680.00		\$ 4,680.00	92%	100.00%
SAO 32	MIA Hotel 7th Floor Panel Access	MCM		6/11/14	\$ 1,378.75		\$ 1,378.75		92%	100.00%
			Century Fire	32		\$ 1,270.50		\$ 1,270.50	92%	100.00%
SAO 33	MIA Hotel 7th Floor Panel Access	MCM		6/11/14	\$ 12,363.33		\$ 12,363.33		83%	100.00%
			Century Fire	33		\$ 2,194.94		\$ 2,194.94	18%	100.00%
			EPIC Consultants	33.		\$ 1,689.93		\$ 1,689.93	14%	100.00%
			Thevenin Enterprises	33		\$ 1,335.59		\$ 1,335.59	11%	100.00%
			Dodec Inc.	33		\$ 5,062.10		\$ 5,062.10	41%	100.00%
T044A	OPF - Bldg. 40 & 41 Repairs/Renovations	MCM			\$ 307,490.11		\$ 307,490.11		92%	100.00%
	No Measures - Emergency Job		A-1 All Florida Painting, Inc.			\$ 78,125.00		\$ 78,125.00	25%	100.00%
			Hernandez Metal Fabricators			\$ 205,368.00		\$ 205,368.00	67%	100.00%
P049A	MIA-Elevator Sump Pump @ Cc. "E" Lobby	MCM		3/21/15	\$ 142,129.67		\$ 142,129.67	\$ 42,043.99	89%	100.00%
	No Measures - Emergency Job		Richlin Plumbing, Inc.			\$ 118,634.00		\$ 118,634.00	83%	100.00%
			Thevenin Enterprises, Inc.			\$ 8,470.00		\$ 8,470.00	6%	100.00%
781-016	MIA-NTD BHS Parts Storage Ramp Level MEP	MCM		12/19/14	\$ 567,754.58		\$ 567,754.58		92%	100.00%
	No Measures - Emergency Job		Coakley Mechanical Inc.			\$ 109,927.50		\$ 109,927.50	19%	100.00%
			Thevenin Enterprises, Inc.			\$ 88,895.50		\$ 88,895.50	16%	100.00%
Project #	Project Name	Prime	Const. Subcontractor	Start Date	Contract Award	Subcontractor	Amount Paid to GC	Amount Paid to Subs		% Complete
			C. L. Elias Construction			\$ 121,838.92		\$ 121,838.92	21%	100.00%
			Fleites Construction			\$ 111,426.00		\$ 111,426.00	20%	100.00%
			Hernandez Metal Fabricators			\$ 77,500.00		\$ 77,500.00	14%	100.00%
			Century Fire			\$ 10,856.94		\$ 10,856.94	2%	100.00%
T072A-2	MIA Lower Conc. E Checkpoint Interior	MCM		9/15/15	\$ 153,938.99		\$ 153,938.99		83%	100.00%
	No Measures - Emergency Job		Senaia International			\$ 127,550.00		\$ 127,550.00	83%	
V040A-4	MIA-Satellite E Pavement Rehab- Fueling Pkg.4	Cherokee		12/28/15	\$ 13,569,746.53		\$ 13,569,746.53		0%	100.00%
	No Available SBE/Const. Firm		Cherokee Enterprises, Inc.			\$ 13,615,267.09		\$ 13,615,267.09	0%	100.00%
W-001-A	MIA Overhead Utility Bridge #36 -Emerg. Work			3/11/16	\$ 2,972,706.36		\$ 2,972,706.36		85%	100.00%
			Weathertrol			\$ 546,094.00		\$ 546,094.00	18%	100.00%
			Jador International			\$ 2,167,706.71		\$ 1,796,032.45	73%	82.85%
			Fleites Construction			\$ 408,380.22		\$ 408,380.22	14%	100.00%
	Subtotal (No Measures)				\$ 29,354,002.08		\$ 29,354,002.08	\$ -	0%	

	TOTAL SBE/CONSTRUCTION PARTICIPATION				\$ 105,475,970.39	\$ 48,256,938.30			46%	
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PROJECTS WITH DBE GOALS

Project #	Project Name	Prime	DBE Subcontractor	Start Date	Contract Award	DBE Award	Amount Paid to GC	Amount Paid to All Subs	DBE Part.	% Complete
P046A	MIA-Central Chiller Plant Refurb. & Modif.	MCM		12/28/12	\$ 9,950,599.06		\$ 9,950,599.06	\$ 8,903,894.29	24%	100.00%
	DBE Goal (15%)		Multiple DBE Subcontractors			\$ 2,367,357.75		\$ 2,367,357.75	24%	100.00%

	TOTAL DBE PARTICIPATION				\$ 9,950,599.06	\$ 2,367,357.75			24%	

**JOC Status Report
(as of 1/31/2020)**

Construction Type	Contract #	Company	Projects Assigned	Pending Job Orders	Pending Total	Approved Job Orders	PO Total	PO + Pending Total	PO/SBE-C %	Total Savings
Open Market	JOC-11-6060-JE/GC-01	Allied Contractors	1	0	\$ -	3	\$ 1,426,847.66	\$ 1,426,847.66	95.43%	\$ 68,811.90
Open Market	JOC-13-11538-JE/GC-01 (G)	BDI Construction	18	0	\$ -	45	\$ 3,487,263.36	\$ 3,487,263.36	36.57%	\$ 331,939.56
Open Market	JOC-13-11538-JE/GC-01 (C)	F.H. Paschen	16	1	\$ 24,500.00	35	\$ 2,639,090.58	\$ 2,663,590.58	26.05%	\$ 130,250.40
Open Market	JOC-13-11538-JE/GC-01 (B)	Harbour Construction	17	1	\$ 33,723.67	33	\$ 5,529,010.30	\$ 5,562,733.97	87.29%	\$ 640,494.55
Open Market	JOC-13-11538-JE/GC-01 (F)	Hitt Contracting	1	0	\$ -	1	\$ 297,815.72	\$ 297,815.72	18.33%	\$ -
Open Market	JOC-13-11538-JE/GC-01 (H)	Johnson-Laux Construction	8	0	\$ -	20	\$ 3,601,972.70	\$ 3,601,972.70	26.05%	\$ 234,811.56
Open Market	JOC-13-11538-JE/GC-01 (A)	LEE Construction Group	11	0	\$ -	27	\$ 5,871,738.12	\$ 5,871,738.12	76.68%	\$ 85,852.77
SBE-C Level 1 Set-Aside	JOC-13-11538-JE/GC-03	LEE Construction Group	2	0	\$ -	3	\$ 109,662.54	\$ 109,662.54	100.00%	\$ 1,494.70
Open Market	JOC-13-11538-JE/GC-01 (D)	LEGO Construction Co	11	0	\$ -	37	\$ 6,080,878.59	\$ 6,080,878.59	80.61%	\$ 276,765.83
SBE-C Level 2 Set-Aside	JOC-13-11538-JE/GC-04	RC Construction	17	0	\$ -	34	\$ 3,786,483.20	\$ 3,786,483.20	98.82%	\$ 450,976.52
Open Market	JOC-13-11538-JE/GC-01 (E)	Thornton Construction	3	0	\$ -	7	\$ 253,477.92	\$ 253,477.92	12.62%	\$ 3,008.35
Electrical Construction										
Open Market	JOC-13-11538-JE/EC-06	Solares Electrical	21	0	\$ -	28	\$ 1,114,454.08	\$ 1,114,454.08	37.39%	\$ 20,867.08
Mechanical Construction										
Open Market	JOC-13-11538-JE/MC-09 (A)	Comfort Tech	17	1	\$ 3,800.00	26	\$ 3,851,890.72	\$ 3,855,690.72	43.51%	\$ 182,643.56
SBE-C Level 2 Set-Aside	JOC-13-11538-JE/MC-11 (A)	Comfort Tech	7	0	\$ -	7	\$ 205,715.87	\$ 205,715.87	100.00%	\$ 39,608.30
Open Market	JOC-13-11538-JE/MC-09 (B)	C.T. Mechanical	1	0	\$ -	1	\$ 22,799.91	\$ 22,799.91	0.00%	\$ -
SBE-C Level 2 Set-Aside	JOC-13-11538-JE/MC-11 (B)	Premier Air Conditioning	0	0	\$ -	0	\$ -	\$ -	0.00%	\$ -
Roofing Construction										
Open Market	JOC-13-11538-JE/RC-12	Atlas Apex Roofing	2	0	\$ -	4	\$ 332,996.93	\$ 332,996.93	0.00%	\$ 39,692.37
SBE-C Level 2 Set-Aside	JOC-13-11538-JE/RC-13	Florida Roofing Solutions Inc.	2	0	\$ -	4	\$ 816,006.15	\$ 816,006.15	100.00%	\$ 7,394.03
Total			155	3	\$ 62,023.67	315	\$ 39,428,104.35	\$ 39,490,128.02		\$ 2,514,611.48

Construction Type	Projects Assigned	Pending Job Orders	Pending Total	Approved Job Orders	PO Total	Total Savings		SBE Participation	Total Awarded	Overall %
General Construction	105	2	\$ 58,223.67	245	\$ 33,084,240.69	\$ 2,224,406.14		JOC Contract Total	\$ 25,841,488.82	65.54%
Electrical Construction	21	0	\$ -	28	\$ 1,114,454.08	\$ 20,867.08		Year 1	\$ 10,570,105.67	73.02%
Mechanical Construction	25	1	\$ 3,800.00	34	\$ 4,080,406.50	\$ 222,251.86		Year 2	\$ 8,598,946.96	83.71%
Roofing Construction	4	0	\$ -	8	\$ 1,149,003.08	\$ 47,086.40		Year 3	\$ 3,407,079.88	54.84%
JOC Contract Total	155	3	\$ 62,023.67	315	\$ 39,428,104.35	\$ 2,514,611.48	6.00%	Year 4	\$ 2,053,957.64	43.14%
Total Awarded Year 1	71			102	\$ 14,475,391.93	\$ 1,086,248.40		Contract Purchase Authority		
Total Awarded Year 2	36			90	\$ 10,272,814.49	\$ 803,619.08		Year 1	PHT 09/14-056	\$ 30,000,000.00
Total Awarded Year 3	21			43	\$ 6,213,130.63	\$ 306,555.45		OTR1	PHT 10/15-083	\$ 20,000,000.00
Total Awarded Year 4	17			30	\$ 4,760,608.42	\$ 64,482.28				
Total Awarded Year 5	10			50	\$ 3,706,158.88	\$ 253,706.27				

Firm Name	Gender	Ethnicity	NON-SBE	DBE	SBE/AE	SBE/C	SBE/GS	Micro	Total Awarded
1st Fence USA, Inc.			X						\$ 34,514.70
3-Form			X						\$ 3,159.57
A Beautiful Ceiling			X						\$ 800.00
A & O Plumbing	M	HISPANIC				X	X		\$ 142,796.00
A Affordable Carpet & Maintenance, Inc.	F	HISPANIC							\$ 30,047.23
A Ultimate Fabrication & Welding			X						\$ 3,965.73
A-1 Fire & Electric			X						\$ 9,671.00
A-1 Property Services Group	F	HISPANIC				X	X		\$ 3,800.00
AAA Automatic Door Repair	M/F	H/C				X	X	X	\$ 55,019.72
ABC Concrete Cutting, Inc.			X						\$ 44,007.50
Ace Flooring			X						\$ 57,722.76
Acousti Engineering Company of Florida	M	CAUCASIAN	X						\$ 129,917.00
AGC Electric, Inc.	M	HISPANIC	X						\$ 130,000.00
Air Proserv	M	CAUCASIAN							\$ 16,284.05
Air Proserv	M	CAUCASIAN	X						\$ 11,916.51
Airmax	F	CAUCASIAN	X						\$ 159,320.00
AI Hill Plumbing Corp.	M	African-American				X	X	X	\$ 133,996.12
All Points Design Corp.	F	HISPANIC		X		X	X	X	\$ 353,127.46
All Specialties Sales	F	CAUCASIAN	X						\$ 59,010.00
Amaro's Rigging & Moving	M	HISPANIC	X						\$ 4,000.00
American Impact Windows and Doors			X						\$ 13,500.00
Ameriglass Engineering, Inc.	M	HISPANIC					X		\$ 8,000.00
Amion Enterprises International Corp.	M	HISPANIC		X			X	X	\$ 156,314.23
Anancy Fire Protection Service			X						\$ 3,200.00
Apex Air Conditioning Contractors	F	HISPANIC							\$ 24,500.00
Apex Air Conditioning Contractors	F	HISPANIC	X						\$ 16,200.00
Arazoza Brothers Corp.	M	HISPANIC	X						\$ 19,545.00
Arfran, Inc.	F	HISPANIC	X						\$ 35,500.00
ASE Telecom	F	HISPANIC	X						\$ 113,300.20
Assa Abloy Entrance Systems	SH	SHAREHOLDER	X						\$ 2,066.00
Astro Painting, Corp.	M	HISPANIC				X	X	X	\$ 69,955.78
Atlantic Awnings, Inc.		HISPANIC	X						\$ 21,500.00
Atlantic Doors & Hardware			X						\$ 37,604.00
Atlas Carpet & Tile	M	HISPANIC	X						\$ 67,125.13
Austen Electric									\$ 17,367.00
Baja Millworks, Inc.	F	HISPANIC		X		X	X		\$ 71,786.92
Basulto & Associates, Inc.	M	HISPANIC	X						\$ 7,200.00
Bay Carpets, Inc.			X						\$ 6,625.23
Bergolla, Inc.	M	HISPANIC	X						\$ 39,000.00
BGL Plumbing Contractors									\$ 55,590.00
Bionic Plumbing Corp.	M/F	CAUCASIAN	X						\$ 201,907.20
Brophy & Assoc.	M	HISPANIC							\$ 75,632.50
Brunsteel Corp.	M	HISPANIC	X						\$ 4,000.00
Builders Specialties, Inc.			X						\$ 596.00
C & S Paint and Wallpaper, Inc.	M	HISPANIC	X						\$ 1,123.00
Cardel Fire Protection			X						\$ 24,382.00
Carpotech, Inc.	M	CAUCASIAN	X						\$ 2,258.76
CC Doors Corp., Inc.	M	CAUCASIAN	X						\$ 18,118.00
Centerline Plumbing, Inc.	M	CAUCASIAN				X			\$ 540,127.56
Central Fire Sprinkler System, Inc.	M	HISPANIC				X	X	X	\$ 46,400.00
Century Fire, Inc.	M	HISPANIC				X			\$ 24,000.00
CFT Technologies			X						\$ 4,600.00
CJ Fire Protection, Inc.	M	African-American				X	X	X	\$ 24,585.00
Coastal Demolition Contractors, Inc.	M	HISPANIC					X		\$ 58,750.00
Comfort Tech Air Conditioning, Inc.	F	HISPANIC	X						\$ 404,629.26
Comfort Tech Air Conditioning, Inc.	F	HISPANIC		X		X	X		\$ 2,165,143.75
Commercial Interior Contractors, Corp.	F	HISPANIC				X	X		\$ 256,634.43
Concrete by M&J	M	HISPANIC	X						\$ 9,123.40
Cool-Breeze Air Conditioning	M	HISPANIC	X						\$ 8,195.57

Vendor Classification				
	Totals	Count	%	
Male	\$ 9,573,165.56	90	56.88%	
Female	\$ 5,328,137.07	30	31.66%	
N/A or Other	\$ 1,929,920.58	65	11.47%	

Total	\$ 16,831,223.21	185	100.00%	
African-American	\$ 289,623.68	8	1.72%	
Caucasian	\$ 2,554,411.21	31	15.18%	
Hispanic	\$ 12,316,429.94	84	73.18%	
N/A or Other	\$ 1,670,758.38	62	9.93%	

Total	\$ 16,831,223.21	185	100.00%	
NON-SBE	\$ 5,930,171.73	117	35.23%	
SBE	\$ 10,901,051.48	68	64.77%	

	Total	\$ 16,831,223.21	185	100.00%
	Totals		Count	%
Male SBE	\$	6,927,214.76	47	63.55%
Female SBE	\$	3,780,860.00	17	34.68%
N/A SBE	\$	192,976.72	4	1.77%
	Total	\$ 10,901,051.48	68	100.00%

	Total	\$	10,901,051.48	68	100.00%
	Totals			Count	%
African-American SBE	\$		199,119.48	7	1.83%
Caucasian SBE	\$		710,270.92	6	6.52%
Hispanic SBE	\$		9,798,684.36	51	89.89%
N/A SBE	\$		192,976.72	4	1.77%
	Total	\$	10,901,051.48	68	100%

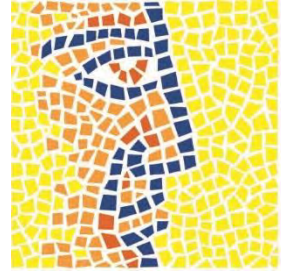
	Total	\$	10,901,051.48	68	100%
	Totals			Count	%
African-American M SBE	\$	195,847.48		6	1.80%
African-American F SBE	\$	3,272.00		1	0.03%
Caucasian M SBE	\$	639,911.61		4	5.87%
Caucasian F SBE	\$	70,359.31		2	0.65%
Hispanic M SBE	\$	6,091,455.67		37	55.88%
Hispanic F SBE	\$	3,707,228.69		14	34.01%
N/A O SBE	\$	192,976.72		4	1.77%
	Total	\$	10,901,051.48	68	100.00%

Total	\$ 10,901,051.48	68	100.00%	
DBE	\$ 5,024,940.70	16		
SBE/AE	\$ 33,500.40	2		
SBE/C	\$ 9,662,334.75	45		
SBE/GS	\$ 7,659,739.48	41		
Micro	\$ 4,875,621.48	32		

Firm Name	Gender	Ethnicity	NON-SBE	DBE	SBE/AE	SBE/C	SBE/GS	Micro	Total Awarded
Cornel Balancing Co., Inc.			X						\$ 4,174.81
Crystal Clear Glass, Inc.			X						\$ 35,900.00
CT Mechanical Co.	M	HISPANIC	X						\$ 57,000.00
Cube Care Co.	F	HISPANIC		X			X	X	\$ 21,216.44
Custom Concepts Miami, Inc.			X						\$ 133,750.00
Cutting Edge Sales & Installation, Inc.	F	HISPANIC				X	X	X	\$ 192,123.10
CV Ocean Plumbing, Inc.	M	HISPANIC				X	X	X	\$ (44,313.46)
Cynamon Bro's	M/F	HISPANIC	X						\$ 35,755.00
Dade Electric Service, Inc.	M	CAUCASIAN				X	X		\$ 4,000.00
Decon Environmental & Engineering			X						\$ 1,385.00
Delta Construction Group			X						\$ 53,400.00
Direct Digital Concepts	M	HISPANIC							\$ 54,561.96
Dixie Clamp and Scaffold, Inc.	M	CAUCASIAN	X						\$ 1,143.00
Drywall and Framing Investment Group, Inc.	M	HISPANIC	X						\$ 213,140.00
Durabond Company	M	CAUCASIAN	X						\$ 10,400.00
ECCS Florida, LLC	M	HISPANIC		X		X	X	X	\$ 229,999.99
Eddy's Plumbing Services, Inc.	M	CAUCASIAN					X	X	\$ 79,500.00
EE&G Environmental Services, LLC	M	CAUCASIAN	X						\$ 7,500.00
Environmental Graphics	M	CAUCASIAN	X						\$ 9,105.60
F & L Fire and Electrical System, Inc.	M	HISPANIC				X	X	X	\$ 214,336.00
Firematic Sprinklers, Inc.			X						\$ 10,229.50
Florida HVAC Contractor									\$ 65,000.00
Florida Power Quality Solutions, Inc.	M	HISPANIC				X	X	X	\$ 537,616.72
Florida Roofing Solutions Inc.	M	HISPANIC		X		X	X		\$ 14,825.21
Florida Sol Systems, Inc.	F	HISPANIC	X						\$ 2,500.00
Franklin Flooring	M	African-American							\$ 29,789.33
Franklin Flooring	M	African-American	X						\$ 90,504.20
G & R Electric	M	HISPANIC							\$ 133,561.17
GAMMA Air System, Inc.	M	HISPANIC				X	X	X	\$ 694,535.00
Generation Electrical Services, Corp.	M	HISPANIC				X	X	X	\$ 3,444.00
GL Staffing Services			X						\$ 2,000.00
Glenco Industries			X						\$ 44,011.00
Gomez & Son Fence Corp.	F	HISPANIC				X			\$ 24,379.00
Gomez Insulation	M	HISPANIC							\$ 106,801.39
Gulfstream Petroleum Services, Inc.	M	CAUCASIAN	X						\$ 3,997.18
Haber & Sons Plumbing, Inc.	M	HISPANIC				X	X	X	\$ 354,983.97
High Power Electric, LLC	M	HISPANIC				X	X	X	\$ 674,816.33
High Tech Access Corp.			X						\$ 7,413.98
Horizon Fire Sprinklers			X						\$ 16,800.00
I.H.M. Plumbing Services	F	HISPANIC	X						\$ 26,933.07
Ideacom	M	CAUCASIAN	X						\$ 41,655.90
Institutional Products, Inc.	M	HISPANIC	X						\$ 238,028.00
Integ	M	CAUCASIAN	X						\$ 132,256.61
J & C Drywall	M	HISPANIC	X						\$ 11,156.00
J.P. Moran, Inc.	F	CAUCASIAN				X			\$ 23,000.00
JAMPRO Demolition, Inc.	M	African-American							\$ 487.03
JFB Acoustics			X						\$ 49,678.00
JJAS Door Installations, Inc.	F	HISPANIC		X		X	X	X	\$ 172,935.32
Johnson Controls Fire			X						\$ 15,297.00
Kelly Glass			X						\$ 6,222.76
Kesoki Painting, LLC	F	HISPANIC		X		X	X	X	\$ 259,615.04
KMI International, Inc.	M	CAUCASIAN	X						\$ 93,688.00
Lemus Irrigation, Inc.	M	HISPANIC	X						\$ 13,500.00
M & J Elevator Interiors, Inc.	M	HISPANIC	X						\$ 3,800.00
MADY & Associates	M	HISPANIC			X		X	X	\$ 20,850.00
Mar's Contractors, Inc.	F	African-American		X		X	X	X	\$ 3,272.00
Mapache Enterprises, Inc.			X						\$ 6,410.00
Mardale Specialties Direct, Inc.			X						\$ 4,811.00
Mardan Fabrication, Inc.	M	CAUCASIAN	X						\$ 32,453.00

Firm Name	Gender	Ethnicity	NON-SBE	DBE	SBE/AE	SBE/C	SBE/GS	Micro	Total Awarded
MB Acoustic Ceiling, Inc.			X						\$ 6,821.80
MCCS Services			X						\$ 30,000.00
MEDCON Construction Services, LLC	F	CAUCASIAN				X		X	\$ 47,359.31
Miguel Lopez Jr. Inc.	M	HISPANIC				X			\$ 137,012.75
Moreno Construction, Inc.	M	HISPANIC	X						\$ 75,000.00
Nabuc Plumbing Corp.	M	HISPANIC	X						\$ 37,300.00
Nabuc Plumbing Corp.	M	HISPANIC							\$ 12,250.80
National Fire Protection	M	HISPANIC	X						\$ 7,300.00
NyCom, Inc.	M	CAUCASIAN	X						\$ 8,200.00
O'Neill Brothers Flooring, Inc.			X						\$ 2,000.00
People's Plumbing & Mechanical, Inc.	F	HISPANIC				X	X	X	\$ 129,900.00
Phoenix Millwork, Inc.			X						\$ 3,363.00
Premier Air Conditioning & Refrigeration, Inc.	M	HISPANIC				X	X		\$ 105,741.00
Pitts Little Corp.			X						\$ 8,705.00
Pride Flooring			X						\$ 152,500.00
Primary Electrical Contractors			X						\$ 36,926.00
Professional Furniture Installation Corp.			X						\$ 2,000.00
Protek Systems, Inc.	F	HISPANIC	X						\$ 9,220.00
PYD Electric Corp.	M	HISPANIC							\$ 247,343.20
R & G Engineering	M	HISPANIC			X				\$ 12,650.40
R & R Plumbing Service & Repair, LLC	M	HISPANIC				X	X	X	\$ 8,300.00
Ramon Carpet Services			X						\$ 7,752.33
Red Hawk Fire and Security			X						\$ 4,000.00
Resource 4 Floors	M	CAUCASIAN	X						\$ 25,060.00
Right Way Painting	M	HISPANIC							\$ 7,220.00
Riteway Demolition			X						\$ 5,700.00
Rolling Door Manufacturing			X						\$ 35,000.00
Royal Cabinetry & Millwork	M	HISPANIC	X						\$ 180,369.51
Ruben Electric Technology, Inc.	M	HISPANIC		X		X			\$ 19,766.88
S & L Fire Protections			X						\$ 2,641.00
Santiago Aranegui			X						\$ 1,500.00
Scaffold Erections, Inc.	F	CAUCASIAN	X						\$ 4,244.50
SDC Stucco Drywall Contractors	M	HISPANIC	X						\$ 57,440.00
Security 101	M	CAUCASIAN	X						\$ 159,628.99
Sewell's Professional Painting & Cleaning Services, Inc.	M	African-American				X	X	X	\$ 4,000.00
SimplexGrinnell			X						\$ 40,932.00
Solares Electrical Services, Inc.	M	HISPANIC		X		X			\$ 1,279,170.44
Solares Electrical Services, Inc.	M	HISPANIC	X						\$ 662,662.44
Solo Air Conditioning & Heating Co., Inc.	M	HISPANIC				X	X	X	\$ 104,220.00
Southeastern Surfaces & Equipment, Inc.	F	CAUCASIAN	X						\$ 15,093.42
Southern Foam Insulation, Inc.	M	CAUCASIAN	X						\$ 10,000.00
Speedy Fire Protection, Inc.	M	HISPANIC				X	X	X	\$ 30,890.00
Spot Coolers			X						\$ 5,650.00
Statewide Electric & Environmental Solutions			X						\$ 198,786.00
Strut Technologies			X						\$ 12,300.00
Stucco Drywall Contractors, Inc.	M	HISPANIC				X	X	X	\$ 83,845.34
Superior Interior Systems, Inc.	F	CAUCASIAN	X						\$ 10,092.00
Supreme Ceiling & Interior, Inc.	M	African-American		X		X	X	X	\$ 2,990.00
Tecta America			X						\$ 24,574.00
Terranova Surveyors, Inc.			X						\$ 5,800.00
Tesla Electric, Inc.	M	HISPANIC		X		X	X	X	\$ 22,367.02
The O.J. Painting & Waterproofing Co.	M	HISPANIC				X	X	X	\$ 187,421.05
The O.J. Painting & Waterproofing Co.	M	HISPANIC	X						\$ 5,000.00
ThyssenKrupp	SH	SHAREHOLDER	X						\$ 2,200.00
Tirone Electrical	F	CAUCASIAN	X						\$ 691,234.62
Titan Welding & Fabrication			X						\$ 6,100.00
Toledo Iron Works			X						\$ 40,940.00
Tyco SimplexGrinnell	SH	SHAREHOLDER	X						\$ 2,367.99
United Fire			X						\$ 75,000.00

Firm Name	Gender	Ethnicity	NON-SBE	DBE	SBE/AE	SBE/C	SBE/GS	Micro	Total Awarded
Unlimited Electrical Technologies, Inc.	M	HISPANIC	X						\$ 1,200.00
Vesta Elevator, Inc.	M	CAUCASIAN	X						\$ 5,940.00
VI Electrical Contractor, Inc.	M	HISPANIC		X		X			\$ 250,390.00
Viera Cabinets, Inc.			X						\$ 4,960.00
WEA Electrical Contractor, Inc.	F	HISPANIC		X		X			\$ 2,020.00
Wedigit Construction, Inc.			X						\$ 117,575.00
Window Interiors			X						\$ 3,790.00
Woodwork Studio Center, Inc.	M	HISPANIC							\$ 5,000.00



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OHL Arellano Construction Co.

Project A – Jackson North Medical Center
Monday February 10th 2020 (1:00 – 3:00 PM)
CM SBE-C Advisory Board Presentation





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Project A – Jackson North Medical Center

Monday February 10th 2020

CM SBE-C Advisory Board Presentation



1. Overall Contract Scope of Work:

- a) GMP001.00 – CT Scan UPS
- b) GMP002.00 – Temporary Parking Lot
- c) GMP003.00 – Package 01
 - 1st – 6th Floor Cosmetic Upgrade
 - 1st Floor Lobby Renovation
 - 2nd Floor LDR Renovation
 - 3rd & 4th Floors Cosmetic Renovation
 - 5th Floor Repainting
 - 6th Floor (Partial) Cosmetic Renovation
 - Domestic Water Riser
 - Re-Roofing Alteration
- d) GMP004.00 – Package 02
 - 7th Floor Medical/Surgical
 - Chiller Replacement
 - Interventional Radiology Room
 - Physical Therapy
- e) GMP005.00 – Package 03
 - Oxygen Tank Farm Enclosure
- a) GMP006.00 – Package 04 (4a & 4b)
 - Emergency Department
 - Surgical Suite Renovation
 - Body Hold
 - Permanent Parking lot
 - External Finish Upgrades



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Project A – Jackson North Medical Center

Monday February 10th 2020

CM SBE-C Advisory Board Presentation



1. Applicable Contract Goals:

- a) Small Business Enterprise – Construction: 32.77%
- b) Small Business Enterprise – Goods & Services: 0.25%
- c) Small Business Enterprise – Protégé/Mentorship: 6.31%

2. Achieved Contract Goals (To Date):

- a) Small Business Enterprise – **Construction: 35%** (Including GMP 001 – GMP 006)
- b) Small Business Enterprise – Goods & Services: **1.16%**
- c) Small Business Enterprise – Protégé/Mentorship: **15%**



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Achieved Certified SBE-Construction & SBE-Goods & Services Demographics Contracted Goals to Date: 35%

- a) African American Owned Awarded Subcontractors total awarded value = \$5,640,738.04
- b) Hispanic Owned Awarded Subcontractors total awarded value= \$6,446,557.87
- c) White Owned Awarded Subcontractors total awarded value = \$2,014,549.36



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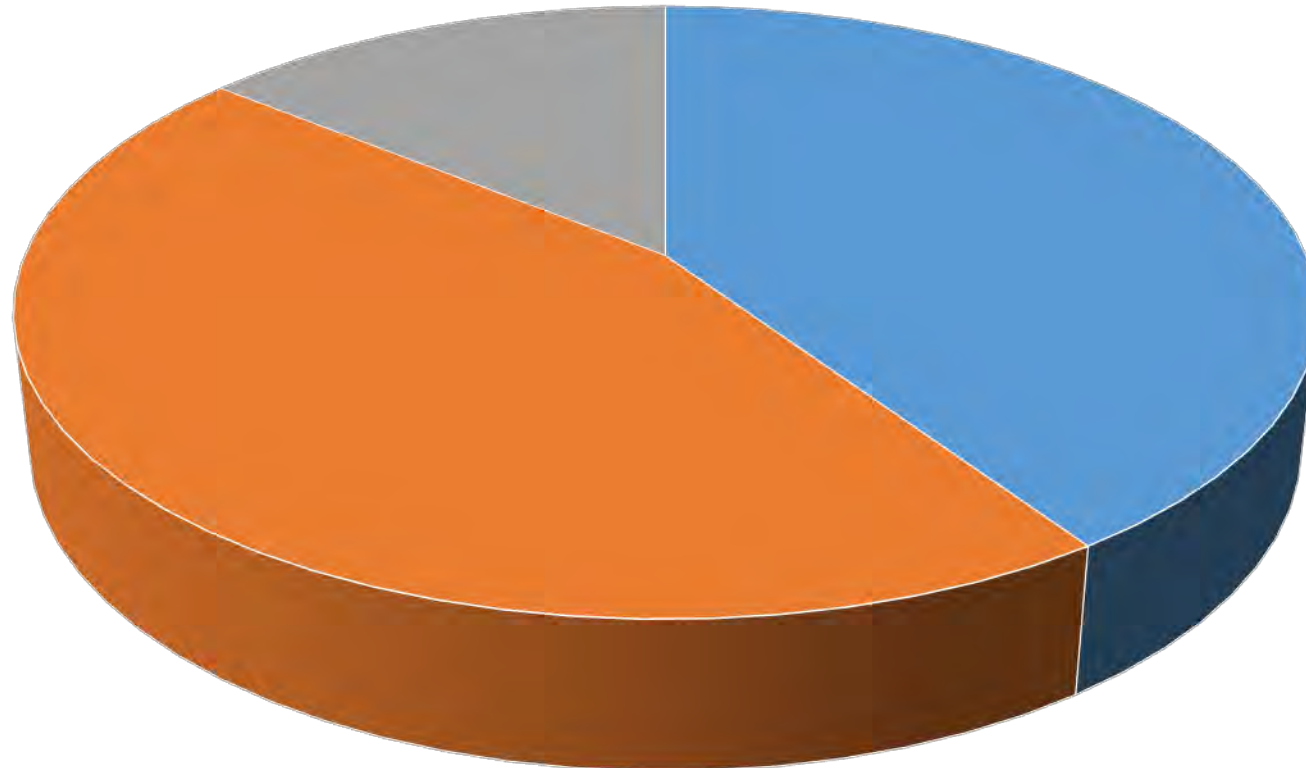
Project A – Jackson North Medical Center

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CM SBE-C Advisory Board Presentation



Achieved Certified SBE-Construction & SBE-Goods & Services Demographics Contracted Goals to Date: 35%



■ African American Owned (14%)

■ Hispanic Owned (16%)

■ White Owned (5%)



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Project A – Jackson North Medical Center

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CM SBE-C Advisory Board Presentation



1. Certified SBE-Construction & SBE-Goods & Services Subcontracts Awarded to date:

- **GMP002.00 – Temporary Parking Lot**
 - Solution Construction (Site Work)(Hispanic/ Male Owned)- \$154,230.00
- **GMP003.00 – Package 01**
 - Real Master Construction RMC (Drywall)(Hispanic/ Male Owned) - \$1,261,261.98
 - Solution Construction (Site Work)(Hispanic/ Male Owned)- \$76,750.00
 - Gomez & Son Fence (Permanent Fencing)(Hispanic/Women Owned)- \$19,274.00
 - Salomon Roofing (Re-roofing)(White/ Male Owned) - \$890,267.00
 - Imperial Flooring (Resilient/Carpet Flooring & Ceramic Tile)(Hispanic/ Male Owned) - \$992,198.00
 - Gomez Quality Insulation, Inc c/o Comfort Tech Air Conditioning (HVAC Mechanical Insulation)(Hispanic/ Male Owned) - \$44,000.00
 - Mars Contractors (Plumbing)(African American/ Male Owned) - \$1,356,759.00
 - CJ Fire Protection (Fire Sprinkler System)(African American/ Male Owned) - \$89,500.00
 - Mark Products USA (Casework) (White/ Male Owned) **(Goods & Services)** - \$399,900.00
- **GMP004.00 – Package 02**
 - SCR Mechanical (Tier 2) (Misc. Steel/Metals)(White/ Woman Owned) - \$171,429.00
 - Office Furniture by Tempo (Casework)(Hispanic/ Male Owned) - \$301,745.00
 - Electrical Alliance (Tier 2) (Electrical) (Hispanic/ Male Owned) - \$357,924.77
 - Gomez Quality Insulation (Tier 2) (HVAC) (Hispanic/ Male Owned) - \$168,620
 - Salomon Roofing (Re-Roofing)(White/ Male Owned) - \$39,389.00
 - Franklin Flooring (Ceramic Tile)(African American/ Male Owned) - \$134,146.00
 - Al Hill Plumbing (Plumbing)(African American/Women Owned) - \$1,160,600.00
 - CJ Fire Protection (Fire Sprinkler System)(African American/ Male Owned) - \$72,290.00
 - Cube Care (Cubicle Curtains/Tracks)(Hispanic/ Woman Owned) **(Goods & Services)** - \$4,303.00



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Project A – Jackson North Medical Center

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CM SBE-C Advisory Board Presentation



1. Certified SBE-Construction & SBE-Goods & Services Subcontracts Awarded to date continued:

- **GMP005.00 – Package 03**
 - Al Hill Plumbing (Plumbing)(African American/Women Owned) - \$173,040.00
 - Solution Construction (Site Work)(Hispanic/ Male Owned) - \$119,050.00
 - W&R Construction Group (Painting & Stucco)(Hispanic/ Male Owned) - \$20,000
 - Gomez & Son Fence (Permanent Fencing)(Hispanic/Women Owned) - \$980.00
- **GMP006.00 – Package #4**
 - Real Master Construction RMC (Drywall)(Hispanic/ Male Owned) - \$2,072,936.00
 - Mars Contractors (Plumbing) (African American/ Male Owned) - \$2,234,500.00
 - Solution Construction (Site Work)(Hispanic/ Male Owned) - \$146,900.00
 - CJ Fire Protection (Fire Sprinkler System)(African American/ Male Owned)- \$172,400.00
 - Salomon Roofing (Re-Roofing)(White/ Male Owned) - \$81,211.00
 - Office Furniture by Tempo (Casework)(Hispanic/ Male Owned) **(Goods & Services)** - \$367,950.00
 - Tropical Electric (Tier 2) (Electrical) (African American/ Male Owned)) - \$401,788.00
 - Cube Care (Cubicle Curtains/Tracks)(Hispanic/ Woman Owned) **(Goods & Services)** - \$17,024.00
 - Schedule 10 (Specialties) (White / Woman Owned) - \$27,507.00
 - Imperial Flooring (Ceramic Tile)(Hispanic/ Male Owned)- \$159,957.00
 - Supreme Ceiling (Resilient & Carpet Flooring)(White/ Male Owned) \$535,921.00
 - Massu Infrastructure (Painting & Wall Covering)(Hispanic/ Male Owned) - \$150,300.00
 - Bella Fiore Landscaping (Landscape & Irrigation) (Hispanic/ Women Owned)- \$54,962.00
 - A&A Fonte Inc. (Parking Lot) (Hispanic/ Male Owned)- \$429,800.00



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Project A – Jackson North Medical Center

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CM SBE-C Advisory Board Presentation



1. Non SBE Subcontracts Awarded to date:

- **GMP003.00 – Package 01**
 - AlliedBean Demolition (Demolition)(White/Male Owned)- \$292,678.00
 - Mills & Nebraska (Frames/Doors/Hardware)(White/Male Owned)- - \$676,722.00
 - Pena Alum (Glazing) (Hispanic/Male Owned)- \$13,000.00
 - Bergolla (Acoustical Ceilings) (Hispanic/ Male Owned)- \$215,100.00
 - Sepi Painting (Painting & Wall Covering) (Hispanic/ Male Owned)- \$200,195.00
 - Creative Terrazo (Terrazo)(White/ Male Owned)- \$88,015.00
 - All Specialty Sales (Toilet Accessories)(White/ Women Owned) - \$81,848.00
 - Inpro (Wall Protection)(White/ Male Owned) - \$320,200.00
 - Ancient Mariner (Interior Signage)(White/ Women Owned)- \$51,357.00
 - Pawling Corp (Pedimat) (White/ Male Women)- \$1,243.00
 - Comfort Tech (HVAC)(Hispanic /Women Owned)- \$218,150.00
 - E-Tech (Electrical)(Hispanic/ Male Owned) - \$1,319,360.00
 - Solares Electrical (Site Electrical Scope)(Hispanic / Male Owned)- \$77,982.00
 - Mortech Manufacturing Co. INC (Body Hold Cooler Room)(White/ Male Owned) - \$54,800.00
- **GMP004.00 – Package 02**
 - Renco Development (Demolition)(African American/ Male Owned)- \$103,550.00
 - Summa Construction (Misc. Steel Scope)(Hispanic/ Male Owned)- \$171,429.00
 - Strut Tech (Med. Equipment Supports)(White/ Male Owned) – \$15,966.00
 - MP Firestop (Misc. Fireproofing/Chase Repairs Holds)(Hispanic/ Woman Owned) – \$20,000.00
 - Mills & Nebraska (Frames/Doors/Hardware)(White/ Male Owned) – \$241,675.00
 - Assa Abloy (Auto Door Package)(Hispanic/ Male Owned) – \$7,950.00
 - Pena Alum (Complete Glazing Scope)(Hispanic/ Male Owned) – \$57,068.00
 - Paramount Drywall(Framing & Drywall)(Hispanic/ Male Owned) – \$349,556.00
 - Bergolla (Acoustical Ceilings)(Hispanic/ Male Owned)- \$88,395.00
 - Sepi Painting (Painting & Wall Covering)(Hispanic/ Male Owned) - \$60,097.00
 - Resource 4 Floors (Resilient & Carpet Flooring)(White/ Male Owned)- \$270,535.00
 - Lotspeich (Misc. Specialties)(White/ Woman Owned)- \$57,355.00
 - Inpro (Wall Protection)(White/ Male Owned)- \$93,732.00
 - Ancient Mariner (Interior Signage)(White/ Woman Owned)- \$19,010.00
 - Wittrock Healthcare (Med Gas Headwalls)(White/ Male Owned) - \$66,939.00
 - Swisslog (Pneumatic Tube)(White/ Male Owned)- \$63,637.00
 - Comfort Tech (HVAC)(Hispanic/ Male Owned)- \$1,886,920.00
 - Road Runner (Electrical)(Hispanic/ Male Owned)- \$1,599,069.00



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Project A – Jackson North Medical Center

Monday February 10th 2020

CM SBE-C Advisory Board Presentation



1. Non SBE Subcontracts Awarded to date continued:

- **GMP005.00 – Package 03**
 - R & V Structures (Concrete)(Hispanic/ Male Owned)- \$85,898.00
 - All Metals (Misc. Steel Scope)(Hispanic/ Male Owned)- \$13,710.00
 - Cooks & Boardman (Frames/ Doors/ Hardware)(White/ Male Owned)- \$10,915.00
 - Construction Specialties (Louvers)(White/ Male Owned)- \$12,558.00
 - Perfection Architectural (Metal Deck Covers)(White/ Male Owned)- \$12,600.00
 - E-Tech (Electrical)(Hispanic/ Male Owned) - \$56,553.00
- **GMP006.00 – Package #4**
 - AlliedBean Demolition Demolition)(White/ Male Owned)- \$405,245.00
 - O & R Construction (Concrete Structure)(Hispanic/ Male Owned)- \$146,900.00
 - Calima Projects (Misc. Steel Scope)(Hispanic/ Male Owned)- \$117,750.00
 - Strut Tech (Medical Equipment)(White/ Male Owned)- \$58,800.00
 - Mills & Nebraska (Frames/Doors/Hardware)(White/ Male Owned)- \$433,099.00
 - B&B Rolling Doors (Overhead Doors)(Hispanic/ Male Owned)- \$15,384.00
 - Stanley Access (Auto Doors)(White/ Male Owned)- \$215,286.00
 - Pena Alum (Complete Glazing)(Hispanic/ Male Owned)- \$110,845.00
 - Creative Terrazo (Terrazo)(White/ Male Owned)- \$8,600.00
 - Sepi Painting (Exterior Hospital Painting)(Hispanic/ Male Owned)- \$300,800.00
 - Lotspeich (Wall Protection)(White/ Woman Owned)- \$135,180.00
 - Storage Craft (Lockers & Benches)(White/ Male Owned)- \$30,106.00
 - Modular Services Company (Headwalls Supplier)(White/ Male Owned)- \$116,724.00
 - DBKP Construction (Headwalls Installer)(White/ Male Owned)- \$38,500.00
 - Poblocki (Signage)(White/ Male Owned)- \$98,102.00
 - Swisslog (Pneumatic Stations)(White/ Male Owned)- \$53,500.00
 - Comfort Tech (HVAC)(Hispanic/ Male Owned) - \$2,908,122.00
 - E-Tech (Electrical)(Hispanic/ Male Owned)- \$3,363,263.00



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Project A – Jackson North Medical Center

Monday February 10th 2020

CM SBE-C Advisory Board Presentation



1. Information to date:

- a) Total # of GMPs awarded by Jackson:
 - GMP001.00 – Issued & Dated 04/26/2017 - \$361,323.35
 - GMP002.00 – Issued & Dated 03/03/2017 - \$301,318.39
 - GMP003.00 – Issued & Dated 01/18/2018 - \$26,754,970.00
 - GMP004.00 – Issued & Dated 02/20/2018 - \$10,640,340.00
 - GMP005.00 – Issued & Dated 02/20/2018 - \$732,548.34
 - GMP006.00 – Issued & Dated 10/17/2018 - \$19,888,941
- b) Total \$ value of all awarded GMPs: \$58,679,441.08
- c) Total \$ value of payment received by Jackson: **[Grand Total: \$24,591,565.00]**
 - GMP001.00 – \$148,666.04
 - GMP002.00 – \$293,785.43
 - GMP003.00 – \$12,768,548.95
 - GMP004.00 – \$8,694,837.61
 - GMP005.00 – \$124,421.69
 - GMP006.00 – \$2,561,305.28
- d) Total # of SBEs contracted to date (for all GMPs):
 - GMP001.00 – 0
 - GMP002.00 – 1
 - GMP003.00 – 9
 - GMP004.00 – 9
 - GMP005.00 – 4
 - GMP006.00 – 14
- e) Total \$ value contracted to SBEs to date (for all GMPs)
 - GMP002.00 – \$154,230.00
 - GMP003.00 – \$3,468,748.00
 - GMP004.00 – \$1,746,304.00
 - GMP005.00 – \$313,070.00
 - GMP006.00 – \$6,620,713.00
- f) Total \$ value paid to SBEs to date (for all GMPs)
 - GMP002.00 – \$156,478.50
 - GMP003.00 – \$2,744,689.92
 - GMP004.00 – \$1,791,936.59
 - GMP005.00 – \$79,222.57
 - GMP006.00 – \$639,786.17

Project A – Jackson North Medical Center



Exterior Painting



7th Floor



1st Floor: Emergency
Department



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Project A – Jackson North Medical Center

Monday February 10th 2020

CM SBE-C Advisory Board Presentation



JNMC ED - NURSE STATION AT PEDS



JNMC COSMETIC UPGRADE
PATIENT ROOM HEADWALL

Jackson Modernization Project D

CM SBE-C Advisory Board Update **February 2020**

Your Project Diversity Team

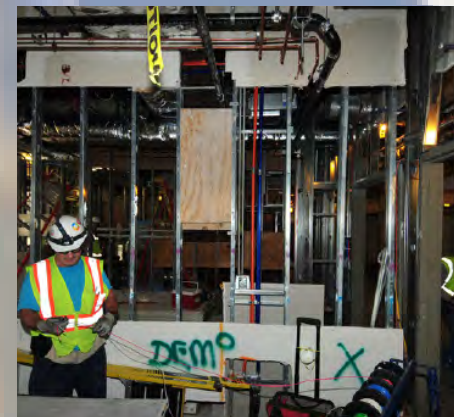


Hans Clemmensen, Sr. Project Manager

813.299.659 hans.clemmensen@skanska.com

Maritza Burgos, Regional Vendor Diversity Director

407.718.5086 maritza.burgos@skanska.com





Overall Contract Scope of Work

Interior renovation
and modernization to
various hospital user
groups ranging from
administrative to hybrid
OR's

Contract Goals

Mentorship Goal

6.31%

SBE-C Goal

21.59%

SBE-G/S Goal

0.25%

Project Information to Date

Total dollar
value of all
awarded GMP's

\$56,277,460

Total dollar
value of Cost of
Work

\$42,747,923

Total dollar value
contracted to SBE's
to date (all GMP's)

\$11,954,781

Total dollar value of
payment received
by Jackson

\$34,710,945

Total
number of
GMP's

17

Total number of
SBE's contracted
to date (all GMP's)

26

Total percentage contracted all SBE's to date **27.97%**

(Total dollar value contracted to SBE's divided by total dollar value cost of work equals SBE percentage)

SBE Breakout to Date

Total amount
contracted
SBE-C

\$11,081,800

Total percentage
contracted
SBE-C's

25.92%

Total dollars
paid-to-date
SBE-C's

\$9,589,560

Total percentage
paid-to-date
SBE-C's

22.43%

Total amount
contracted SBE-
G/S

\$872,982

Total percentage
contracted
SBE-G/S's

2.04%

Total dollars
paid to
SBE-G/S's

\$871,608

Total percentage
paid-to-date
SBE-G/S's

2.04%

Total amount
contracted
Mentor Protégé

\$674,398

Total percentage
contracted to
Mentor Protégé

4.94%

Total dollars
paid to Mentor
Protégé

\$633,566

Total percentage
paid-to-date
Mentor Protégé

4.64%

SBE-Construction Breakdown

Firm	Race/Ethnicity	Woman Owned	Other MDC Certifications	Project	Original Contract Amount w/ Change Orders	Amount Paid to Date
Brophy Associates			None	D-3A	\$ 54,400	\$ 54,400
Comfort Tech Air Conditioning	Hispanic	No	DBE	D-3A	\$ 551,941	\$ 551,941
Gomez Quality Insulation	Hispanic	No	DBE	D-3A	\$ 45,299	\$ 45,299
Brophy Associates			None	D-6B	\$ 107,180	\$ 107,180
Comfort Tech Air Conditioning	Hispanic	No	DBE	D-6B	\$ 849,434	\$ 849,434
Gomez Quality Insulation	Hispanic	No	DBE	D-6B	\$ 50,002	\$ 50,002
Al Hill Enterprises	Black	No	None	D-Hybrid	\$ 132,430	\$ 132,430
Comfort Tech	Hispanic	No	DBE	D-Hybrid	\$ 239,105	\$ 239,105
Solares Electrical Services Inc	Hispanic	No	DBE	D-Hybrid	\$ 721,527	\$ 721,527
Inclan	Hispanic	No	LDB	D- TELEMETRY	\$ 1,750	\$ 1,750
Brophy			None	D- TELEMETRY	\$ 9,050	\$ 9,050
Gomez	Hispanic	No	DBE	D- TELEMETRY	\$ 3,800	\$ 3,800
Solares Electrical Services Inc	Hispanic	No	DBE	D-MRI	\$ 322,049	\$ 322,049
Solution Construction	Hispanic	No	DBE	D-MRI	\$ 100,977	\$ 100,977
Easy Painting	Black	No	None	D-NDHC	\$ 138,030	\$ 124,227
JJAS Door Installation	Hispanic	Yes	DBE	D-NDHC	\$ 70,903	\$ 70,903
Supreme Ceiling	Black	No	DBE	D-NDHC	\$ 116,099	\$ 114,021
Solo Air Conditioning & Heating	Hispanic	Yes	None	D-Poison Control	\$ 116,957	\$ 116,957
Speedy Fire Connection	No	No	None	D-Poison Control	\$ 14,660	\$ 14,660
Solo Air Conditioning & Heating	Hispanic	Yes	None	D-PPE	\$ 206,944	\$ 206,944
Comfort Tech	Hispanic	No	DBE	D-PPW	\$ 219,059	\$ 219,059
Brophy Associates			None	D-PPW	\$ 31,900	\$ 31,900
Gomez Quality Insulation	Hispanic	No	DBE	D-PPW	\$ 11,100	\$ 11,100
Franklin Flooring	Black	No	LDB	D-PPW	\$ 74,299	\$ 74,299
JJAS Door Installation	Hispanic	Yes	DBE	D-PPW	\$ 49,008	\$ 49,008
Massu Infrastructure Coatings	Hispanic	No	None	D-PPW	\$ 17,566	\$ 17,566

SBE-Construction Breakdown cont.

Merrick	No	No	None	D- WW12	\$ 370,579	\$ 370,579
Inclan Painting	Hispanic	No	LDB	D- WW12	\$ 44,765	\$ 42,527
Electric Serna			None	D- WW12	\$ 83,691	\$ 70,540
EM &G	Hispanic	No	None	D- WW12	\$ 18,532	\$ 18,532
Merrick	No	No	None	D- C7	\$ 1,415,388	\$ 1,344,618
Inclan Painting	Hispanic	No	LDB	D- C7	\$ 88,080	\$ -
Gomez Quality Insulation	Hispanic	No	DBE	D- C7	\$ 44,730	\$ 30,510
Brophy Associates			None	D- C7	\$ 104,100	\$ 51,739
Mars Contractors	Black	Yes	LDB	D- C7	\$ 1,612,570	\$ 1,531,450
EM & G	Hispanic	No	None	D- C7	\$ 69,170	\$ 65,712
Merrick	No	No	None	D-CSS	\$ 437,392	\$ 437,392
Brophy Associates			None	D-CSS	\$ 41,350	\$ 13,725
Gomez Quality Insulation	Hispanic	No	DBE	D-CSS	\$ 28,450	\$ 18,045
Electric Serna			None	D-CSS	\$ 77,650	\$ 77,574
Supreme Ceilings	Black	No	DBE	D-CSS	\$ 111,635	\$ 111,635
Florida Power Quality Solutions	Hispanic	No	None	OR 19 & 20	\$ 298,268.07	\$ 298,268
Massu Infrastructure Coatings	Hispanic	No	None	OR 19 & 20	\$ 11,719.00	\$ 10,547
Supreme Ceilings & Interiors	Black	No	DBE	OR 19 & 20	\$ 23,567.60	\$ 23,567
Merrick	No	No	None	OR 19 & 20	\$ 511,215.00	\$ 457,015
JJAS	Hispanic	Yes	DBE	OR 19 & 20	\$ 9,998.12	\$ 8,998
Brophy			None	OR 19 & 21	\$ 11,700.00	\$ 1,053
Gomez	Hispanic	No	DBE	OR 19 & 22	\$ 7,000	
Merrick (demo)	No	No	None	Cath Labs 1/5	\$ 183,632.00	\$ 183,632
Merrick (wall protection)	No	No	None	Cath Labs 1/5	\$ 117,870.00	\$ 117,870
JJAS	Hispanic	Yes	DBE	Cath Labs 1/5	\$ 57,616.47	\$ 57,616
C&I Construction	No	No	DBE	Cath Labs 1/5	\$ 77,222.00	\$ 77,222
Summa Construction Inc.	No	No	None	Cath Labs 1/5	\$ 4,782.77	
All Points Design Corp.	Hispanic	Yes	ACDBE, DBE	Cath Labs 1/5	\$ 42,668.16	\$ 42,668
Supreme Ceilings & Interiors	Black	No	DBE	Cath Labs 1/5	\$ 27,135.00	\$ 27,135
Massu Infrastructure Coatings	Hispanic	No	None	Cath Labs 1/5	\$ 9,018.00	

SBE-Construction Breakdown cont.

Firm	Race/Ethnicity	Woman Owned	Other MDC Certifications	Project	Original Contract Amount w/ Change Orders	Amount Paid to Date
Florida Power Quality Solutions	Hispanic	No	None	WW-9	\$ 334,601.00	\$ 68,725
JJAS	Hispanic	Yes	DBE	WW-9	\$ 117,206.00	
Massu Infrastrucuture Coatings	Hispanic	No	None	WW-9	\$ 59,116.00	
DL Renovations				WW-9	\$ 242,587.00	
Merrick	No	No	None	WW-9	\$ 545,776.00	\$ 133,488
Merrick	No	No	None	MRI-3		
JJAS	Hispanic	Yes	DBE	MRI-3	\$ 97,917.00	
Supreme Ceilings & Interiors	Black	No	DBE	MRI-3	\$ 48,885.00	
Massu Infrastructure Coatings	Hispanic	No	None	MRI-3	\$ 18,278.00	
SBE-G/S Totals					\$ 872,982	\$ 871,608

Total amount
contracted
SBE-C
\$11,081,800

Total percentage
contracted
SBE-C's
25.92%

Total dollars
paid-to-date
SBE-C's
\$9,589,560

Total percentage
paid-to-date
SBE-C's
22.43%

SBE-Good & Services Breakdown

Firm	Minority-Owned	Woman-Owned	Project	Original Contract Amount w/ Change Orders	Amount Paid to Date
Cube Care	Hispanic	yes	D-3A	\$ 15,909	\$ 15,909
Paramount Electric			D-3A	\$ 266,685	\$ 266,685
Paramount Electric			D-6B	\$ 203,735	\$ 203,735
Cube Care	Hispanic	yes	D-6B	\$ 6,350	\$ 6,350
Paramount Electric			D-RTC	\$ 123,613	\$ 123,613
Paramount Electric			D- C7	\$ 256,690	\$ 255,316
SBE-G/S Totals				\$ 872,982	\$ 871,608

Total amount
contracted SBE-
G/S

\$872,982

Total percentage
contracted
SBE-G/S's

2.04%

Total dollars
paid to
SBE-G/S's

\$871,608

Total percentage
paid-to-date
SBE-G/S's

2.04%

SBE-Mentor Protégé Breakdown

Firm	Project	Original Contract Amount w/ Change Orders	Amount Paid to Date
Sagoma	D-3A	\$ 51,128	\$ 51,128
	D-6B	\$ 57,621	\$ 57,621
	NDHC	\$ 400,000	\$ 359,168
	Pre-Con	\$ 165,649	\$ 165,649
SBE-G/S Totals		\$ 674,398	\$ 633,566

Total amount
contracted
Mentor Protégé
\$674,398

Total percentage
contracted to
Mentor Protégé
4.94%

Total dollars
paid to Mentor
Protégé
\$633,566

Total percentage
paid-to-date
Mentor Protégé
4.64%

Jackson Rehab Project F

CM SBE-C Advisory Board Update

December 2019

Current Contract Scope:

- Demolition and Enabling GMP
- Elevator for 9 story Rehab building GMP
- Structure and Dry GMP for 9 story Rehab building
- MEP GMP
- Interiors / Final GMP
- Exterior and Interior Signage

Jackson Rehab Project F Future Phased Scope:



- Site work hardscapes

Jackson Rehab Project F

Project Goals:

- 34.05% SBE-Construction Goal on Cost of Work
- .25% SBE-Good and Services Goal on Cost of Work

Jackson Rehab Project F

Construction Direct Work Cost:

Total Volume GMP 1-5: \$121,430,472.21	Paid to Turner to Date: \$87,525,400.00	25 SBE C Tier 1 & 2 Subcontractors	4 SBE G&S Tier 1 & 2 Subcontractors
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- \$ 37,572,776.62 SBE – C tier 1 and tier 2 subcontracts
31.38%
- \$20,143,436.66 Paid to SBE – C subcontractors through
November 2019
- \$1,209,209.40 SBE- G&S tier 1 and tier 2 subcontracts
0.43%
- \$380,972.05 Paid to SBE-G&S subcontractors through
November 2019

SBE Construction Contracts Tiers 1 & Tiers 2

Subcontractor	Tier	Scope of Work	Contract Value w/ Change Orders	Demographic Data
A-1 All Florida Painting	1 st	Painting	\$642,449.00	Hispanic American/Male
Air Logic Services, Inc	2 nd	Test & Balance	\$10,350.00	Hispanic/Male
Air Logic Services, Inc	2 nd	Test & Balance	\$160,000.00	Hispanic/Male
Allied Demolition	2 nd	Site Prep	\$191,150.00	Hispanic American/Male
All Quality Electrical Services	2 nd	Electrical	\$5,731,487.56	Black American/Male
Amion Enterprises	1 st	Carpet	\$167,547.00	Black American/Male
Direct Digital Concepts DBA Brophy and Associates	2 nd	HVAC Controls	\$1,598,060.00	Hispanic American/Male
Direct Digital Concepts DBA Brophy and Associates	2 nd	HVAC Controls	\$25,400.00	Hispanic American/Male

SBE Construction Contracts Tiers 1 & Tiers 2 Cont.

Subcontractor	Tier	Scope of Work	Contract Value w/ Change Orders	Diversity Data
CJ Fire Protection	2 nd	Fire Sprinkler	\$43,657.50	Black American/Male
Coral Wood Design	2 nd	Installing Millwork	\$236,375.84	Hispanic American/Female
D2 Construction	1 st	Exterior Metal Framing, Sheathing and Insulation	\$208,990.00	Black American/Male
Exclusive Surface Inc.	1 st	Floor & Wall Tiling	\$1,167,629.00	Hispanic American/Female
Exclusive Surface Inc.	2 nd	Pool Tiling	\$99,770.00	Hispanic American/Female
Five Brothers Enterprise Corp.	2 nd	Labor & Material for Drywall Partitions, Ceilings, Soffits, Acoustical Ceiling	\$3,500,000.00	Hispanic American/Male
Georges Welding Services Inc.	1 st	Demo & Enabling furnish Structural Steel & Misc. Metals	\$8,740,352.90	Hispanic American/Male
Gomez & Son Fence	2 nd	Demo & Enabling Fencing	\$6,659.00	Hispanic American/Female
Gomez Quality Insulation Inc.	2 nd	Drywall & Insulation	\$22,700.00	Hispanic American/Male

SBE Construction Contracts Tiers 1 & Tiers 2 Cont.

Subcontractor	Tier	Scope of Work	Contract Value w/ Change Orders	Diversity Data
Gomez Quality Insulation Inc.	2 nd	Ductwork and Piping Insulation	\$239,400.00	Hispanic American/Male
Hi-Tech Concrete Inc	2 nd	Supply & Fabrication of Auger Cast Reinforcement Cages	\$165,000.00	Hispanic American/Female
IGWT Construction	1 st	General Contracting for Enabling & Corridor Self preform Drywall Framing & Paint	\$1,965,675.00	Black American/Male
IGWT Construction	1 st	General Trades	\$1,160,369.00	Black American/Male
JJAS Door Installations, Inc.	2 nd	Installation and Labor for Doors and Hardware	\$605,890.83	Hispanic American/Female
JT Equipment Service Co.	2 nd	Install underground Chilled & Hot water lines	\$697,558.67	Caucasian/Male
JT Equipment Service Co.	2 nd	Furnish & Install Air handling units	\$2,045,000.00	Caucasian/Male
JT Equipment Service Co.	2 nd	HVAC Duct and Piping Instillation	\$1,300,000.00	Caucasian/Male

SBE Construction Contracts Tiers 1 & Tiers 2 Cont.

Subcontractor	Tier	Scope of Work	Contract Value w/ Change Orders	Diversity Data
MAM A/C and Refrigeration Co.	2 nd	Mechanical HVAC	\$37,089.25	Black American/Male
Metropolitan Plumbing	2 nd	Plumbing	\$1,686,600.00	Hispanic American/Male
Merrick Industrial Management Corp.	1 st	Misc. Specialties	\$1,411,871.00	Caucasian/Male
Merrick Industrial Management Corp.	1 st	General Trades	\$1,401,951.40	Caucasian/Male
Merrick Industrial Management Corp.	2 nd	Glazing Installation	\$63,659.00	Caucasian/Male
Metal Design Engineering	2 nd	Installation of Air Filters	\$141,530.92	Hispanic American/Male
Outlook International Electric	2 nd	Electrical for Enabling Work	\$1,686,600.00	Black American/Female
Solution Construction	1 st	Enabling Site Work	\$2,648,262.60	Hispanic American/Male
Z Roofing & Waterproofing Inc.	1 st	Roofing and Accessories	\$1,110,170.00	Hispanic American/Male



SBE Construction Contracts Tiers 1 & Tiers 2 Cont.

Demographic Data SBE-C

16 Hispanic owned
SBE-C Firms
totaling 64%

7 African American
owned SBE-C Firms
totaling 28%

3 Caucasian owned
SBE-C Firms
totaling 12%

SBE Construction Contracts Tiers 1 & Tiers 2 Cont.

Subcontractor	Tier	Scope of Work	Contract Value w/ Change Orders	Diversity Data
Cube Care Co.	1 st	Shades and Curtains	\$220,315.00	Hispanic American/Female
Miami Breaker Inc.	2 nd	Equipment Reconditioning	\$76,900.00	Hispanic American/Male
Micon Scaffolding LLC	2 nd	Equipment Rental	\$138,586.40	Black American/Male
Southern Blossoms	1 st	Landscaping	\$154,957.46	Hispanic American/Female
Southern Blossoms	1 st	Landscaping & Irrigation	\$618,415.00	Hispanic American/Female

Demographic Data SBE-G&S

3 Hispanic Owned SBE-G&S Firms totaling 75%

1 African American
Owned SBE-G&S Firms
totaling 25%

JACKSON WEST (MILTON
MEMORIAL HOSPITAL)
SBE-C ADVISORY BOARD MEETING
MARCH 3 , 2020





PROJECT CSBE GOALS

- **Jackson West Campus Project is new healthcare facility located in Doral, FL. The new facility will feature an Adult & Pediatric Emergency Rooms. Additionally it will also have Diagnostic Center and Outpatient Clinics.**
- **The Project CSBE Goals for the Project is:**
 - **34.05% SBE - C Subcontractor**
 - **6.31% SBE - C G/C Mentorship**
 - **.25% SBE – G/S Subcontractor**

CURRENT STATE SBE-C CONTRACTOR INFORMATION

Total # of GMPs awarded to Date = **8**

Total \$ Value of all Awarded GMPs=
\$150,785,541.25

Total \$ Value of Cost of Work Value =
\$ 133,175,003.25

Current Good and Services % = .24%

Current SBE Reported %= 24.39%

Expected SBE % = 35.45%

- Total \$ Value of Payments Received from JHS to Date= **\$ 61,285,200.71**
- Current GC Mentorship Percentage is at 12.32% (Double of Goal for Mentorship)
- CM Mentorship - Proteges & Partners on Board:
Proteges: Lunacon Construction Corp,
 - LEGO Construction Company
 - Partner: TGSV Enterprises Inc.
- G & S SBE Firms Contracted to Date= Doral Digital Repographics, Go Green Document Services, Stonegate Allied Services, Safety Systems Barricades, Aaron Industrial, Lehman Pipe Supply
- Total \$ value contracted to Approved SBEs with SOIs (1st and 2nd Tiers) to Date=
(Total \$ Value Contracted \$ 32,476,561.67
- Total \$ Value Paid to Date to SBEs (With approved SOIs to Date for All GMPs)= **\$ 4,847,548.06**

CSBE CONTRACTORS & VENDORS

1st Tier Contractors/ Vendor

Solutions Construction (*Graduated*)

Gomez & Son Fence

Jarod Construction

JJAs Door Installations

A1 All Florida Painting

Epic Consultants

Imperial Flooring

Cube Care

Aaron Safety

Stonegate Allied Services

Doral Digital Repographics

All Other Sub Tiers 2, 3, etc

Osorno Group

Trojan Builders

Titan Construction Group

Luis & Luigi Concrete

The Go 2 Guy

Coakley Mechanical

Gomez Quality Insulation

Lehman Pipe Supply

Go Green Document Services

Tropical Electric

CSBE BREAKDOWN BY ETHNICITY

SBEs Contracted to Date with Approved SOIs

No. of SBEs with Approved

SOIs Contracted to Date: 15

No. of African American SBE Companies:

3 or 20%

No. of Hispanic SBE Companies: 7 or 46%

No. of White SBE Companies: 2 or 13%

SBEs (Pending SOIs/ Contract Finalization)

No. of SBE Pending SOIs /Contract Finalization: 4

No. of Hispanic SBE Companies: 3

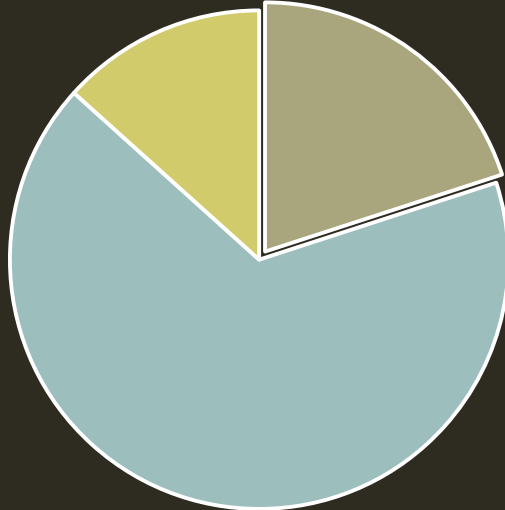
No. of African American SBE Companies: 1

No. of White SBE Companies: 0

CSBE BREAKDOWN BY ETHNICITY

APPROVED CSBE COMPANIES BREAKDOWN BY ETHNICITY

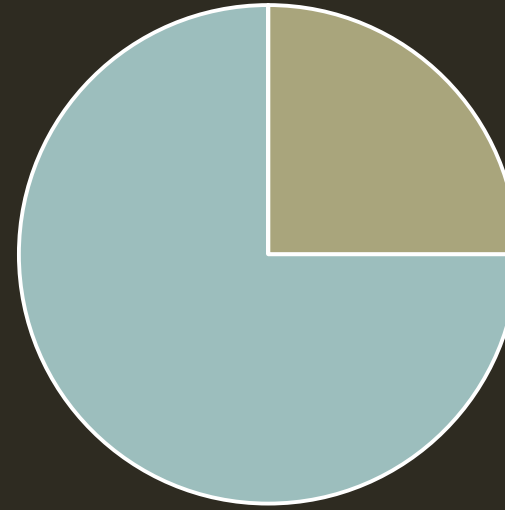
CSBE BY ETHNICITY



■ African American 20% ■ Hispanic 66% ■ White 13% ■

CSBE COMPANIES (PENDING CXT EXECUTION) BREAKDOWN BY ETHNICITY

CSBE BY ETHNICITY



■ African American 25% ■ Hispanic 75% ■ White 0% ■

Approved SBE Participation (Dollar Amounts)

Solution Construction:	\$ 10,822,040.56
Coakley Mechanical	\$ 2,615,486.36
Gomez Insulation	\$ 1,130,000.00
Trojan Builder	\$ 5,471,045.56
Titan	\$ 3,826,000.00
The Go 2 Guy	\$ 497,930.06
Osorno Group	\$ 360,500.00
A1 All FL Painting	\$ 1,032,861.00
Lehman Pipe Supply	\$ 196,093.91
Aaron Safety	\$ 17,264.38
Go Green Document	\$ 14,165.69
Doral Digital Repo.	\$ 8,399.74
Stonegate Allied Serv	\$ 10,773.00
Tropic Electric	\$ 5,152,857.01
Jarod Construction	\$ 1,242,092.90

EXPECTED % CSBE PARTICIPATION

GMP 1- 8 Expected C- CSBE % 35.45%

GMP 1-8 Expected G & S CSBE% 0.25%



ACTION PLAN FOR SBE PARTICIPATION ON REMAINING GMPS

Yates Construction has held several SBE Outreach Events onsite on August, September and one at Doral Community Hall in October to advise SBE Firms the current and upcoming bid packages available to them.

Jackson Health Systems also advertises Bid Opportunities online on their website.

Yates advertises online sites such as Dodge Report, & Construction Journal, and through local newspaper Miami Times and Los Diarios Las Americas.

We have used Miami Dade County's Certified Directory of SBE Firms to reach out and target SBE Certified Firms and invite them to bid on packages.

We have worked with Miami Dade SBE to advertise Invitation to Bid.

We have received SBE Trade Specific List from Miami Dade SBD Department.



Jackson South Medical

CM SBE-C Advisory Board Update

February 2020

Current Contract Scope:

- Behavioral Health Phase II
- C - Section
- Nursery & West Annex

Jackson South Medical

Future Phased Scope:



- MED/SURG South & East Annex
- MED/SURG North Core
- PED'S

Jackson South Medical

Project Goals:

- 32.77% SBE-Construction Goal on Cost of Work
- .25% SBE Good and Services Goal on Cost of Work
- 6.31% SBE – C G/C Mentor/Protégé Goal on CM Services

Jackson South Medical

Construction Direct Work Cost:

Total Volume GMP: \$27,835,410.95	Cost of Paid to Turner to Date: \$12,949,436.85	10 SBE C Tier 1 & 2 Subcontractors	1 SBE G&S Tier 1 & 2 Subcontractors
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- \$ 6,136,250.00 SBE – C tier 1 and tier 2 subcontracts
- \$4,511,984.90 Paid to Date SBE – C subcontractors
- \$55,450.53 SBE- G&S tier 1 and tier 2 subcontracts

SBE Construction Contracts Tiers 1 & Tiers 2

Subcontractor	Tier	Scope of Work	Contract Value w/ Change Orders	Demographic Data
Amion Enterprises	1 st	Flooring	\$636,622.00	Hispanic American/Male
EPIC Consultants	1 st	Framing, Drywall, Etc.	\$2,349,370.00	Hispanic American/Male
American Structural Corp.	2 nd	Misc. Metals	\$323,053.00	Hispanic American/Male
Jampro Demolition, Inc.	2 nd	Demolition	\$100,000.00	African American/Male
Cannanball Services USA	1 st	Final Cleaning	\$55,450.00	African American/Male
Victoria Electric	2 nd	Electric	\$1,176,645.00	Hispanic American/Male
Global Communications Security	2 nd	Security	\$31,105.00	Hispanic American/Male
Osorno Group	2 nd	Insulators	\$340,993.00	Hispanic American/Male

SBE Construction Contracts Tiers 1 & Tiers 2 Cont.

Subcontractor	Tier	Scope of Work	Contract Value w/ Change Orders	Demographic Data
Florida Electrical Contractors	2 nd	Electrical	\$146,223.00	Hispanic American/Male
Ceepco Contracting, LLC	1 st	Ceramic Tile	\$444,230.00	African American/Male
A-1 All Florida Painting	1 st	Painting	\$213,099.00	Hispanic American/Male
MCO Construction	1 st	Protégé	\$319,460.00	African American/Female

Demographic Data SBE-G&S

9 Hispanic Owned SBE-G&S Firms totaling 64%

4 African American Owned SBE-G&S Firms totaling 36%

Jackson DTC Vertical Expansion



CM SBE Advisory Board Update

Turner

Jackson DTC Project Team



Howard Gropper, LEED® AP
Project Manager, Turner Construction
HGropper@tcco.com | (305) 322-2966

Clareathia “Peggy” West
Compliance Coordinator, MCO Construction (teamed with Turner Construction)
CWest@mcoconstruction.net | (561) 449-3394

Turner

Project Goals

- 21.6% SBE - Construction Goal on Cost of Work
- .25% SBE - Good and Services Goal on Cost of Work

Current Contract Scope

- Design Assist – Preconstruction (Steel, roofing, doors, windows, interior & exterior partitions, MEP)
 - No SBE goal for Preconstruction
- GMP 1: Steel Mill Order ODP
- GMP 2: Enabling Scope (demolition, concrete, MEP), Structural Steel, General Requirements
- GMP 3: Concrete, Masonry, Long Lead – Elevators/Curtain Wall/Windows
- GMP 4: Remaining Shell, Envelope, MEP, Finishes

Construction Cost of Work to Date

Total dollar value of all awarded (GMP 1-4)	Total dollar value of Cost of Work	Total dollar value of payments received from Jackson
\$56,789,031	\$48,946,936	\$6,556,643

Total dollar value contracted to SBE-C to date (GMP 1-4)	Total number of SBE-C contracted to date (GMP 1-4)	Total dollars paid to SBE-C to date (GMP 1-4)
\$7,386,414	7 SBE-C Tier	\$2,152,967
Total dollar value contracted to SBE G&S to date (GMP 1-4)	Total number of SBE G&S contracted to date (GMP 1-4)	Total dollars paid to SBE G&S to date (GMP 1-4)
\$8,388	1 SBE G&S	\$5,330

Total percentage contracted all SBE-C to date: **15.09%** (38.34% w/o GMP 4)

Total percentage contracted all SBE-G&S to date: **0.02%** (0.04% w/o GMP 4)

(Total dollar value contracted to SBEs divided by Cost of Work = SBE percentage)

SBE Construction Contracts Tiers 1 - 4

Subcontractor	Tier	Scope of Work	Contract Value w/ Change Orders	Diversity Data
Cami-Axle	1 st	CIP concrete	\$670,424.00	Hispanic American/Male
George's Welding Services Inc.	1 st	Structural Steel	2,773,255.00	Hispanic American/Male
Hodges Erectors (George's Welding)	2 nd	Structural Steel	1,530,685.00	Hispanic American/Male
John Bell Construction	1 st	Masonry	471,038.00	Hispanic American/Male
Merrick Industrial Mgmt. Corp	1 st	General Trades	528,032.29	Caucasian/Male
Metropolitan Plumbing (B&I)	2 nd	Plumbing	1,294,650.00	Hispanic American/Male
Osorno Group (B&I)	2 nd	Plumbing	118,330.00	Hispanic American/Male

Demographic Data SBE-C

6 Hispanic owned
SBE-C Firms
(100% of SBE-C)

0 African American
owned SBE-C Firms
(0% of SBE-C)

1 Caucasian owned
SBE-C Firms
(0% of SBE-C)

SBE G&S Contracts Tiers 1 & Tiers 2

Subcontractor	Tier	Scope of Work	Contract Value w/ Change Orders	Diversity Data
E. R. Brownell	1 st	Surveying	\$8,338	Hispanic American/Male

Demographic Data SBE G&S

1 Hispanic owned
SBE G&S Firms
(100% of SBE-G&S)

0 African American
owned SBE G&S Firms
(0% of SBE-G&S)

0 Caucasian owned
SBE G&S Firms
(0% of SBE-G&S)

Search Criteria

Dept: **ALL**Type: **BOTH**Start Date: **10/01/2019**End Date: **12/31/2019**

INTERNAL SERVICE DEPARTMENT CAPITAL IMPROVEMENTS INFORMATION SYSTEM

MCC Out For Bids

Thursday, February 27, 2020

Contracts out for bids from 10/01/2019 to 12/31/2019

MCC No	Project Name	Est Amt	Bid Due Date	Insurance Approval Date	Bidders Add Date	PreBid Meeting Date
AV 7040-10206055	Miscellaneous General Contractor Service Contract	\$2,000,000	1/9/2020		12/2/2019	12/17/2019
AV 7040-AA130A	MIA Perimeter Fence Improvement	\$800,000	12/5/2019	2/25/2020	10/22/2019	11/12/2019
AV 7040-W052A	Electrical Provisions for Holiday Decorations at MIA Central Blvd	\$1,367,920	1/23/2020		12/18/2019	1/6/2020
AV 7040-MDADLIMPCW-012	MDAD/MCC 7040 Work Order-Based Program-Emergency/Priority Maintenance Constructi	\$200,000	12/12/2019	1/30/2020	10/28/2019	11/19/2019
AV 7040-MDADLIMPCW-013	MDAD/MCC 7040 Work Order-Based Program-Emergency/Priority Maintenance Constructi	\$200,000	12/12/2019		10/28/2019	11/19/2019
AV Total: 5		\$4,567,920				
CO 7040-FCITYCRCHVAC	FLORIDA CITY CRC HVAC REPLACEMENT PROJECT	\$200,000	1/7/2020		12/12/2019	12/17/2019
CO 7360-HPEDREN18-R	Edison Community Resource Center Renovation	\$670,630	12/31/2019		11/21/2019	12/5/2019
CO 7040-NARANCRCHVAC	NARANJA COMMUNITY RESOURCE CENTER HVAC REPLACEMENT PROJECT	\$125,000	1/7/2020		12/10/2019	12/17/2019
CO 7040-INNTRANSVAC	HVAC REPLACEMENT PROJECT AT INN TRANSITION PROGRAM SOUTH	\$250,000	11/26/2019		10/18/2019	11/13/2019
CO 7040-NMNC PARKING-R	NORTH COUNTY HEAD START CENTER PARKING LOT IMPROVEMENTS	\$70,500	12/3/2019	2/5/2020	11/20/2019	11/26/2019
CO 7040-NMZUBCHILLER	COLONEL HARRY ZUBKOFF CHILLER PLANT REPLACEMENT PROJECT	\$249,000	11/15/2019	2/7/2020	10/24/2019	11/5/2019
CO 7040-PERRINEHVAC	PERRINE CRC ROOFTOP HVAC REPLACEMENT PROJECT	\$175,000	12/2/2019		11/4/2019	11/12/2019
CO 7040-HPITSPAINT19	Inn Transition Painting	\$83,000	12/4/2019		11/21/2019	11/26/2019
CO 7040-HPSSSAC19	SafeSpace South A/C replacement	\$78,000	11/27/2019	1/22/2020	11/14/2019	11/20/2019
CO Total: 9		\$1,901,130				
FR 7040-MDFRD-610-34-ER	EMERGENCY Roof Leak Repair at Station 34	\$12,500	10/15/2019		10/17/2019	
FR 7040-MDFRD-615-57-R	Station 57 Re-Roofing	\$120,000	1/7/2020		12/13/2019	12/18/2019
FR 7040-MDFRD-617-34-R	Station 34 Re-Roofing	\$210,000	1/23/2020		12/30/2019	1/8/2020
FR 7040-MDFRD-618-USR-F	Fence and Gate Installation at USAR	\$8,000	1/2/2020	1/2/2020	12/23/2019	12/30/2020
FR 7040-MDFRD-612-TRG-M	Gym Mirror Install at Training	\$2,300	11/19/2019		11/12/2019	11/15/2019
FR 7040-MDFRD-613-42-FP	Installation of New Flag Pole at Station 42	\$18,000	12/17/2019	1/16/2020	12/5/2019	12/12/2019
FR 7040-MDFRD-611-62-Q	Demolition - Temporary Trailer for MDRF Station No. 62	\$30,000	11/25/2019	1/16/2020	11/4/2019	11/13/2019
FR 7040-MDFRD-614-55-DR	STATION 55 FRENCH DRAIN REPLACEMENT AND CONCRETE SLAB REPAIR	\$20,000	1/14/2020	2/6/2020	12/13/2019	1/7/2020
FR Total: 8		\$420,800				
ID 7040-H180006	SPCC Replacement of Exterior Metal Soffits	\$140,000	11/21/2019		10/25/2019	11/12/2019
ID 7040-S200328	Coral Gables Library Irrigation Meters	\$15,000	1/21/2020		12/11/2019	1/14/2020
ID 7040-W170080	ITD - DPCC Interior Renovation	\$146,000	1/8/2020		12/10/2019	12/16/2019
ID 7040-W170082	Animal Services Department ASD Latent Defects	\$499,000	1/8/2020		12/5/2019	12/16/2019
ID 7040-Z000168	Z000168 - SPCC Renovation of 2nd Floor Public Restrooms	\$120,000	1/7/2020		11/27/2019	12/10/2019
ID 7040-I190011	Overtown Transit Village Chilled Piping Repairs North and South	\$156,237	7/23/2019		10/30/2019	7/15/2019
ID Total: 6		\$1,076,237				
LB 7040-WD-17166-19	West Dade Regional Library 1st Floor Bathroom Renovations	\$128,750	10/30/2019		10/15/2019	10/22/2019
LB 7040-WD-17166-19-R	West Dade Regional Library 1st Floor Bathroom Renovations	\$128,750	12/11/2019		11/14/2019	11/21/2019
LB 7040-CG-17775-19	Coral Gables Chiller Emergency Repairs	\$95,000	12/16/2019	2/2/2020	12/17/2019	
LB 7360-MISC-RF-REPAIRS	Multiple Project Roof Repairs	\$100,000	11/4/2019	1/30/2020	12/5/2019	10/18/2019
LB 7040-MD-17455-19	NDR Southside Public and Staff Area	\$45,000	12/10/2019		11/12/2019	12/3/2019
LB 7040-NS-17508-19	North Shore Branch Library Condenser Unit Replacement	\$53,000	12/13/2019	1/16/2020	11/28/2019	12/6/2019
LB Total: 6		\$550,500				
MT 7040-20190207	Traffic Signal Preventive Maintenance - North Zone	\$1,406,300	11/22/2019	2/4/2020	10/17/2019	11/5/2019
MT 7040-20190209	Traffic Signal Preventive Maintenance - South Zone	\$1,688,403	11/20/2019	2/4/2020	10/17/2019	11/5/2019
MT 7040-20190308	Pavement Markings Installation	\$297,713	1/15/2020	2/28/2020	12/6/2019	1/8/2020
MT 7040-403527	PRESSURE CLEANING REPAINTING OF THE EXTERIOR AT THE DADELAND NORTH METRORAIL STA	\$1,113,750	1/27/2020		12/19/2019	1/6/2020
MT 7040-403606	Emergency services to repair two vandalized meters in South dade.	\$5,900	10/7/2019	11/15/2019	10/17/2019	10/7/2019
MT 7040-403705	RFQ 403705 Emergency services to replace damaged awning canopy fabric Adrienn	\$3,860	10/21/2019	11/15/2019	10/22/2019	10/17/2019
MT 7040-20190188	Drainage Improvements Multiple Sites	\$335,886	11/1/2019	1/6/2020	10/1/2019	10/17/2019
MT 7040-407070	METRORAIL BRICKELL STATION CABLE REPLACEMENT	\$425,000	12/27/2019	1/16/2020	12/19/2019	12/23/2019
MT 7360-404846	Emergency services to replace a broken polycarbonate panel at College / Bayside	\$7,845	11/8/2019		12/30/2019	10/29/2019
MT 7360-405505	Emergency services to replace damagd polycarbonate panel at College / Bayside Me	\$7,845	11/8/2019		12/30/2019	
MT 7040-405900	Emergency replacement of fence at Metromover Column BK-64-NS.	\$3,475	11/21/2019	1/22/2020	12/16/2019	11/19/2019
MT 7040-20190267	ADA Sidewalk Improvements - Multiple Sites	\$457,500	11/27/2019	1/21/2020	10/25/2019	11/12/2019
MT 7040-20190189	Drainage Improvements Multiple Sites	\$611,279	12/4/2019	12/30/2019	10/22/2019	11/7/2019
MT 7040-20190247	Drainage Improvements Multiple Sites	\$546,081	12/4/2019	1/21/2020	10/28/2019	11/13/2019
MT 7040-20190275	Sidewalk Improvements - Multiple Sites	\$321,370	12/18/2019	1/28/2020	11/13/2019	12/3/2019
MT 7360-20190276	Roadway Resurfacing-Multiple Site	\$999,000	12/11/2019	2/5/2020	11/7/2019	11/20/2019
MT 7360-20190209	FDOT Traffic Signal Preventive Maintenance	\$2,174,639	11/13/2019	2/6/2020	10/10/2019	10/29/2019
MT 7040-20190307	Pavement Markings Installation	\$314,213	1/22/2020	2/20/2020	12/6/2019	1/8/2020
MT Total: 18		\$10,720,056				
PD 7040-PSTI190903-R	Public Safety Training Institute Range Tower Window Replacement	\$76,350	12/11/2019		10/29/2019	11/2/2019
PE 7040-03398-646	Demolition of Structure located at 5250 SW 114 CT	\$15,970	11/1/2019	11/18/2019	10/18/2019	10/30/2019
PE 7040-03398-648	Wooden Fence	\$11,250	1/3/2020		12/16/2019	12/20/2019
PE Total: 2		\$27,220				
PR 7040-493401-18-001	Kendale Lakes Park - Recreation Building Renovation	\$179,000	1/15/2020		12/19/2019	1/7/2020
PR 7040-207607	Multiple Parks South of Tamiami Trail - Walkway Repairs	\$95,000	11/19/2019		10/30/2019	11/6/2019

PR: 7040-207610	Multiple Parks North of Tamiami Trail - Walkway Repairs	\$95,000	11/19/2019	10/30/2019	11/6/2019
PR: 7040-C209982	Goulds Gymnasium AC Replacement	\$89,000	12/2/2019	11/14/2019	11/20/2019
PR: 7040-C210931	Goulds/Gwen Cherry Park - Painting	\$35,300	11/22/2019	11/8/2019	11/14/2019
PR: 7360-422003-19-003	Hurricane Irma - R. Causeway West Bridge Bicycle Underpass Fence Replacement	\$46,000	11/1/2019	10/3/2019	10/17/2019
PR: 7040-600703-16-001	Roberta Hunter Park - Fitness Court	\$233,800	11/16/2019	12/19/2019	10/22/2019 10/29/2019
PR: 7040-EC213798	Emergency M E Thompson Total Site Demolition	\$75,000	12/30/2019	2/10/2020	12/31/2019 12/29/2019
PR: 7360-701601-12-004	Homestead Bayfront Park - Boat Launch Repairs	\$984,000	11/8/2019	10/3/2019	10/16/2019
PR: 7040-C208491	Larry and Penny - Fishing Pier Guardrail	\$45,000	11/20/2019	10/30/2019	11/6/2019
PR: 7040-C211160	Tropical Park - Roof Replacement	\$190,000	12/2/2019	11/20/2019	11/25/2019
PR: 7040-323201-19-005	Venetian Causeway - Concrete Toll Lanes Loop	\$171,000	12/2/2019	2/10/2020	11/7/2019 11/15/2019
PR: 7040-Z207957-A	Zoo Miami - Amazon and Beyond Decking Repairs	\$205,000	11/13/2019	2/6/2020	10/22/2019 10/29/2019
PR: 7040-213190	Multiple Parks Painting South of Tamiami Trail	\$95,000	1/16/2020	2/11/2020	12/23/2019 1/9/2020
PR: 7040-213191	Multiple Parks Painting North of Tamiami Trail	\$95,000	1/16/2020	2/11/2020	12/23/2019 1/9/2020
PR: 7040-213194	Multiple Parks South of Tamiami Trail - Roof Repairs	\$95,000	1/22/2020	12/30/2019	1/15/2020
PR: 7040-213195	Multiple Parks North of Tamiami Trail - Roof Repairs	\$95,000	1/22/2020	12/30/2019	1/15/2020
PR: 7040-C207397	Gwen Cherry - Pool Building Roof Replacement	\$42,000	1/15/2020	12/24/2019	1/8/2020
PR: 7360-Z208510	Pygmy Hippo Enclosure	\$208,000	12/11/2019	2/25/2020	11/25/2019 12/4/2019
PR Total: 19		\$3,073,100			

SP: 7040-2019-028-R	MSRC Lease Land Adjustment - Entrance Gates and Gate Operators	\$50,050	11/13/2019	12/23/2019	10/23/2019 11/6/2019
SP: 7040-E2020-012	Cruise Terminal B - Emergency Canopy Repairs	\$7,100	11/26/2019	2/2/2020	12/5/2019 10/29/2019
SP Total: 2		\$57,150			

WS: 7360-P0233	NW 36 ST STORAGE TANK PROTECTIVE COATING REPAIR	\$460,400	12/10/2019	10/24/2019	11/6/2019
WS: 7040-T2330R2	REPLACEMENT OF PRETREATMENT AND RAS PS4 BUILDING ROOFS AT NORTH DISTRICT WASTE W	\$471,000	1/15/2020	12/10/2019	12/18/2019
WS: 7040-T2601	MIAMI SPRINGS CALCIUM CARBONATE DEPOSIT LAGOON CALCIUM CARBONATE DEPOSIT REMOVAL	\$3,969,000	12/16/2019	11/14/2019	11/27/2019
WS: 7040-T2803	Site Improvement South Miami Heights Water Treatment Plant	\$1,231,000	12/17/2019	11/12/2019	11/18/2019
WS: 7040-T2805	Upgrade of Pump Station No. 1201	\$981,568	1/16/2020	12/3/2019	12/17/2019
WS: 7040-T2806	SUBMERSIBLE PUMPING STATION WITH GENERATOR - PUMPING STATION NO. 0673	\$1,046,390	1/6/2020	11/27/2019	12/9/2019
WS: 7040-T2807	Upgrade of Sewage Pump Station No. 1020	\$957,080	1/21/2020	12/23/2019	1/7/2020
WS: 7040-T2616	Water and Wastewater Services to Commercial Properties Green Tech Corridor S-8	\$3,076,729	2/6/2020	12/23/2019	1/7/2020
WS: 7040-T2620	UPGRADE TO PUMP STATION NO.0436	\$693,504	2/11/2020	12/27/2019	1/7/2020
WS: 7360-P0231	EMERGENCY REPLACEMENT OF THE 48 INCH FORCE MAIN CROSSING OLETA RIVER AT 163 ST	\$3,500,000	9/13/2019	11/1/2019	10/29/2019 9/5/2019
WS: 7360-P0232	Asbestos Clean Up at Hialeah Water Plant	\$50,000	10/22/2019	11/5/2019	10/3/2019 10/11/2019
WS: 7360-P0235	Emergency Repair to 48-INCH Concrete Pipe Raw Water Main	\$120,000	12/2/2019	2/18/2020	12/13/2019 11/27/2019
WS: 7360-P0234	EMERGENCY REPAIR TO 72 INCH PCCP FORCE MAIN AT SW 216 STREET	\$325,000	11/8/2019	12/30/2019	12/10/2019 11/8/2019
WS: 7040-T2597	Furnish And Install 16 inch D.I. Water Main In SW 58th St. From SW 117th Ave.	\$2,607,231	11/20/2019	2/18/2020	10/15/2019 10/22/2019
WS Total: 14		\$19,488,882			

Totals: 90 \$41,959,345

Exit

Date Last Edited : 04/01/2011 -10:58:43



<u>Dept</u>	<u>MCC NO</u>	<u>Type</u>	<u>Project Name</u>	<u>Award To</u>	<u>Bid Bond</u>	<u>Performance Bond</u>	<u>Issued Date</u>	<u>Awarded Date</u>	<u>Award Amount</u>	<u>NTP Date</u>
CO	HPMGMWV19	7040	Miami Gardens Impact Window and Door Installation	STONE CONCEPT MIAMI INC	Y	Y	10/8/2019	11/18/2019	\$97,110.00	
CO	PERRINEHVAC	7040	PERRINE CRC ROOFTOP HVAC REPLACEMENT PROJECT	Done Wright A/C and Electric Service Inc.	Y	N	10/17/2019	12/30/2019	\$114,000.00	2/6/2020
HD	37625	7040	Emergency Mold Remediation Repair / Site 240 / Haley Sofje Towers	911 PROTECTION CORP	Y	N	1/8/2019	3/4/2019	\$18,220.00	3/7/2019
HD	37381	7360	PHCD REAC 2018 at Robert King High	ALTA HOME REMODELING CO. DBA ALTA QUALITY BUILDERS	Y	N	2/7/2019	4/30/2019	\$67,750.00	
HD	37485	7360	PHCD REAC 2018 - Exterior Work At Various Sites / Tier 2		Y	N	2/27/2019		\$0.00	
HD	38296	7360	Annie Coleman	CANYON CONSTRUCTION INC	N	Y	3/1/2019	3/12/2019	\$137,075.40	5/31/2019
HD	38507	7040	Robert King High Towers-Electrical Emergency	Accura Electrical Contractors Inc.	Y	N	3/6/2019	4/4/2019	\$9,653.85	4/23/2019
HD	38038	7360	PHCD REAC 2018 - Claude Pepper Tower and Phyllis Wheatley	URBAN CONTRACTORS LLC	Y	N	3/15/2019	5/28/2019	\$86,245.79	11/13/2019
HD	46129	7360	Emergency Electrical Installation / Generator for Helen Sawyer	FLORIDA FIRE ALARM INC	N	Y	4/1/2019	11/27/2019	\$105,704.34	12/19/2019
HD	43299	7360	LITTLE RIVER TERRACE	CANYON CONSTRUCTION INC	N	Y	4/15/2019	8/14/2019	\$116,475.00	8/30/2019
HD	41018	7040	Robert King High Towers		Y	N	4/18/2019		\$0.00	
HD	41785	7360	PHCD-Gas Line Systems		Y	N	6/11/2019		\$0.00	
HD	42608	7360	Applicant Leasing Center ALC Generator	SOLARES GREEN ENERGY, INC	Y	Y	7/5/2019	9/9/2019	\$170,000.00	
HD	41785-R	7360	PHCD Gas Line Systems		Y	N	7/25/2019		\$0.00	
HD	43589	7040	Emergency Mold Remediation Repair / Haley Sofje Towers	911 PROTECTION CORP	Y	N	8/6/2019	1/2/2020	\$4,600.00	1/14/2020
ID	W180039	7040	W.D. Regional Library - Waterproofing and Repair of West Wall		Y	N	1/15/2019		\$0.00	
ID	Z000201	7040	MDPLS CULMER LIBRARY HVAC SYSTEM REPLACEMENT		Y	Y	1/29/2019		\$0.00	
ID	W180039-R2	7040	W.D. Regional Library - Waterproofing and Repair of West Wall		Y	N	2/8/2019		\$0.00	
ID	E162246	7040	MDPD Public Safety Institute Tactic Room and Racquetball Courts Roof Replacement	Florida Building & Supply Inc.	Y	Y	3/26/2019	4/22/2019	\$153,906.96	5/9/2019
LB	Z000201R	7040	MDPLS CULMER LIBRARY HVAC SYSTEM REPLACEMENT	MARVI BUILDERS LLC	Y	Y	1/29/2019	5/17/2019	\$126,900.00	7/8/2019
LB	W180039-R	7040	W.D. Regional Library - Waterproofing and Repair of West Wall	TEQUESTA CONSTRUCTION SERVICES GROUP INC	Y	N	2/8/2019	3/20/2019	\$35,218.18	5/1/2019
LB	KN--19-EL40YR	7040	S190529-Electrical-40 Year Recertification		Y	Y	4/2/2019		\$0.00	
LB	LB-CGRF-1	7040	Coconut Grove Roof Replacement	BOFAM CONSTRUCTION COMPANY INC	Y	Y	6/21/2019	7/30/2019	\$83,181.82	10/29/2019
MT	388940	7040	Emergency Svcs to Install Electrical Service and Load Center at Park and Ride on US1 and SW 112 Ave.	ARO ELECTRICAL CONTRACTOR INC	Y	N	1/23/2019	2/15/2019	\$17,500.00	3/7/2019
MT	364334-R2	7040	Emergency Pit Netting at Central Coral Way and Northeast	GREEN ENGINEERING & CONSTRUCTION, INC.	Y	N	3/15/2019	5/3/2019	\$16,500.00	5/15/2019
MT	394887	7040	Emergency Electrical Repair to Restore Power to Electrical System		Y	N	5/6/2019		\$0.00	
MT	394887-R	7040	Emergency Electrical Services to Restore Power to Electrical Systems at Stephen P. Clark Center	STATEWIDE ELECTRICAL SERVICES INC	Y	N	5/7/2019	5/10/2019	\$33,000.00	5/21/2019
MT	380827-R	7360	HURRICANE IRMA RELATED REPAIRS AT THE TRI-RAIL STATION CEILING SLATS AND LIGHTING	Sun Eagle General Contractors Corporation	Y	N	6/27/2019	8/28/2019	\$57,000.00	9/11/2019
MT	20190002	7360	Safe Route to Schools Locations Phase 14 FM 435480-1	New Era Electric Inc.	Y	Y	9/12/2019	10/31/2019	\$114,592.67	12/19/2019
MT	20190003	7360	Safe Route to Schools Locations Phase 15 FM 435481-1	New Era Electric Inc.	Y	Y	9/19/2019	11/21/2019	\$108,136.25	12/23/2019
PD	MDPD190730	7040	Building 600 Roof Replacement	Florida Building & Supply Inc.	Y	Y	7/30/2019	11/13/2019	\$55,509.49	1/8/2020
WS	T2568	7040	DEMOLITION OF SEWAGE PUMP STATION NO. 0394	Paragon Construction Unlimited, Inc.	Y	N	5/14/2019	6/13/2019	\$123,480.00	7/10/2019
WS	T2594	7040	Replacement of 6 Inch Steel Pipe Force Main Aerial Biscayne Canal Crossing C-8	AMERICAN PIPELINE CONSTRUCTION, LLC	Y	Y	9/20/2019	12/24/2019	\$95,000.00	1/17/2020
Total Count: 33										



Engineering Contractors Association of South Florida, Inc.

**15800 Pines Blvd. Suite 314
Pembroke Pines, FL 33027**

Telephone: 954-236-0737

E-mail: ECA@ecasf.org

Website: www.ecasf.org

**President
Fernando Sanchez
Lead Engineering**

December 6, 2019

**Vice President
Omar McFarlane
ARC Electric**

**RE: Letter of Concern
LCPtracker Certified Payroll Request for Personal Information**

**Secretary-Treasurer
Tina Marie Pereira
Community Asphalt**

Dear Miami Dade County SBE:

**Immediate Past-
President
Daniel Halley
Halley Engineering**

By way of introduction to this communication, the Engineering Contractors Association of South Florida (ECA) was established in Dade County in 1953 to encourage high standards of business ethics for the paving contracting industry and those firms doing business with what is known today as Engineering Contractors. ECA members are road construction companies and other trade industry companies involved in construction and maintenance of South Florida roads and highways. The ECA has 110+ members, employing approximately 5,000 employees and member companies have average revenues of \$20,000,000 per year with more than one billion dollars in revenue combined.

**Director
Alejandro Munilla
3 MB Construction, LLC**

**Director
Tom Brady
ACME Barricades**

**Director
Todd Bachman
Florida Coast Equipment**

**Director
Brent Marley
Condotte America**

**Director
J.C. Calleiro
Ozinga**

It is with that background that the ECA requests Miami-Dade County to restudy and reconsider its position on gathering personal information on employees provided through certified payrolls and storing it with the LCPtracker system. The ECA has a strong concern as to Miami-Dade County and its third-party vendor, LCPtracker, gathering and storing confidential personal information with certified payroll information. We believe such gathering and storage of employees' social security numbers, home addresses and telephone numbers violates applicable Florida law.

**Executive Director
Rachele Rinker-Koch**

The County, as well as LCPtracker who is working on behalf of the County, are subject to all privacy protections of Florida law, including privacy protections relating to information disclosed to governmental entities. That principle is particularly vital in light of Florida's broad public records law.



The Florida Constitution provides strong protections for an individual's right to privacy. The Second District Court of Appeal discussed those protections at length in its decision in *Thomas v. Smith*, 882 So. 2d 1037, 1043-46 (Fla. 2d DCA 2004). That court found as follows:

“-[a] principal aim of the constitutional provision [on the right to privacy] is to afford individuals some protection against the increasing collection, retention and use of information relating to all facets of an individual's life.’ The right to privacy in the Florida Constitution ‘***ensures that individuals are able to determine for themselves when, how and to what extent information about them is communicated to others.***’” (Citations omitted) (Emphasis added).

That court went on to state that once it is determined that an individual possesses a legitimate expectation of privacy in certain information, the burden shifts to the government to show a compelling government interest warranting intrusion, and to show that the intrusion is accomplished by the least intrusive means. *Id.* at 1044. The Second District Court further expressly found that individuals have a generally recognized expectation of privacy in social security numbers that should not be violated without a compelling governmental interest. *Id.* at 1044-45. The County has no compelling interest in obtaining the social security numbers of individuals working on County projects who are included on certified payrolls and having it provided to a third-party vendor.

The same principle applies to other personal information for workers on County projects or on projects where County funds are appropriated. In the discovery context, it has been found that the wholesale disclosure of nonparty confidential information, including social security numbers, home addresses and telephone numbers invades the privacy of the individuals whose information is disclosed, particularly since they are not involved in the transaction at issue. *See CAC-Ramsay Health Plans, Inc. v. Johnson*, 641 So. 2d 434, 435 (Fla. 3d DCA 1994); *see also, e.g., Sheet Metal Workers Int’l Ass’n, Local No. 19 v. U.S. Veterans Affairs*, 135 F.3d 891 (3d Cir. 1998) (disclosure of names, social security numbers, or addresses on certified payrolls would constitute unwarranted invasion of privacy); *Painting Indus. Of Haw. Mkt. Recovery Fund v. United States Dep’t of Air Force*, 26 F.3d 1479 (9th Cir. 1994)(names and addresses).

Similarly, the individuals whose information is sought on the certified payrolls are not even parties to the contracts at issue but are merely innocent third parties who are doing their jobs. There is no compelling or even relevant interest of the government in obtaining that personal information.

Other Florida courts have agreed with the analysis set forth above. *See Nucci v. Target Corp.*, 162 So. 3d 146 (Fla. 4th DCA 2015) (discussing the limits of expectations of privacy and privacy protections in the social media context). Likewise, when the Office of the Attorney General sought discovery of the personnel files of a sweepstakes business, the appellate court barred the wholesale production of personnel files of employees. *See Seta Corp. of Boca, Inc. v. Office of the Attorney General*, 756 So. 2d 1093, 94 (Fla. 4th DCA 2000). The rationale of these cases applies with particular force when the individuals for whom

comprehensive personal information is sought were not parties to the transaction at issue but are more in the nature of bystanders who are caught up in the request for information, such as workers on County projects.

Accordingly, Florida law dictates that the County and its agents cannot demand irrelevant personal information on workers on projects with certified payroll requirements. The County has no compelling interest in such detailed information. The County's interest is limited to keeping contractors honest, which purpose is served by the certified payrolls provided without any individual personal information.

Federal guidelines are consistent with this analysis. The **US Department of Labor (DOL) Regulation for Instructions for Completing Payroll Form, WH-347**, clearly states only the name and four-digit employee indicator should be implemented. Per US DOL regulations, Instructions For Completing Payroll Form, WH-347, <https://www.dol.gov/whd/forms/wh347instr.htm> the only information required for proper reporting of certified wages on an employee is the Name and a four digit Identifying Number of Worker as follows: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

FHWA-1273, which was amended in 2009 and revised in 2012, clearly states that full social security numbers and home addresses shall not be included on weekly transmittals of certified payrolls. FHWA 1273, Section IV. Subsection 3: Payrolls and basic records, Item b. (1) states:

“The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), **except that full social security numbers and home addresses shall not be included on weekly transmittals.** Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits).”

The US DOL believes that the final rule strikes the appropriate balance between the ability to enforce the law and the need to protect the privacy interest of workers. In order to address the concern that eliminating access to social security numbers could work as a hardship for those monitoring compliance in circumstances where there are multiple employees with the same names, the US DOL continued to require an individual identifying number on certified payrolls. As set forth above, certified payrolls continue to include a line item for contractors and subcontractors to include an individual identifying number for tracking purposes, which in virtually all cases, should be the last four digits of the workers' social security number. This reduction from the disclosure of workers' full social security numbers limits the possibility of identity theft while still ensuring workers can be separately identified effectively by auditors and investigators.

Moreover, reducing the collection of information on certified payrolls is in accord with the Federal Office of Management and Budget (OMB) guidelines. The OMB issued a Memorandum in 2007 directing government agencies to reduce "the volume of collected and retained [personal identifying] information to the minimum necessary; [and limit] access to only those individuals who must have such access." OMB Memorandum M-07-16 at 2.

Thus, State and Federal laws consistently disallow the requirement of submission of full social security numbers and home addresses on such payrolls. Contractors cannot be required to provide such information on County projects or projects with County funding and we ask you to immediately re-study this issue and formulate modified requirements.

Thank you for your immediate attention to this matter. We would be pleased to meet with you to further discuss this matter.

Respectfully,

A handwritten signature in dark ink, appearing to read "Fernando Sanchez", written in a cursive style.

Fernando Sanchez
President

Engineering Contractors Association of S. FL

Sec. 2-11.16. - County construction contracts.

- (a) In addition to the other elements of the term "responsible bidder" in law or in the discretion of the Board of Commissioners of Miami-Dade County, as applies to competitively bid County contracts in excess of one hundred thousand dollars (\$100,000.00) for the construction, alteration, and/or repair, including painting or decorating, of public buildings or public works, shall mean a bidder who provides documented proof in its bid that the various classes of laborers and mechanics will be paid no less than the specified overall hourly rates as set forth in the contract specifications. All leases and contracts entered into after the effective date of this ordinance which provide for privately funded construction, alteration or repair of buildings or improvements located on County-owned land shall require laborers and mechanics performing such work be paid no less than the overall hourly rates required on competitively bid County construction contracts under this Section unless specifically exempted below. Fees for monitoring compliance with this Section shall be charged as provided in the most current County-wide Budget as follows: for County construction contracts, the Small Business Development shall charge the using department therefor; for leases and contracts which provide for privately funded construction, alteration or repair of buildings or improvements on County owned land, the party contracting with the County shall be charged therefor.
- (b) **The specifications for each competitively bid County contract in excess of one hundred thousand dollars (\$100,000.00) for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works shall specify an initial overall per hour rate to be paid to each craft or type of employee necessary to perform the contract work as listed in local area nondiscriminatory negotiated contracts (hereinafter referred to for purposes of this subsection (b) as "negotiated contracts") between organizations which represent employees and contractors. In ascertaining the initial overall per hour rate to be paid, the minimum standard shall be the combined overall dollar value on an hourly basis of the wages (paid as set forth below) and of the hospitalization, medical, pension and life insurance benefits (paid as set forth below) for such craft or type of employee under negotiated contracts in effect as of January 1st of the calendar year in which said proposal bid is expected to be advertised, or, in the case of a lease or contract providing for privately funded construction on County-owned land subject to this Section, under the negotiated contracts in effect as of January 1st of the calendar year in which said proposed lease or contract is expected to be executed.** Thereafter, the specifications shall provide that the overall per hour rate to be paid for work performed under the contract during each subsequent calendar year shall be the overall per hour rate in effect as of January 1st, of the year in which the work is performed. If a particular craft or type of employee is not listed in such negotiated contracts, in ascertaining the initial overall per hour rate to be paid those employees, the minimum standard shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 CFR 5.24) (paid as set forth below) and of the fringe benefits payments (paid as set forth below) for hospitalization, medical pension and life insurance benefits for such craft or type of employee under the Secretary of Labor's wage determination (made pursuant to the provisions of the Davis-Bacon Act) in effect for Miami-Dade County, Florida, as of the end of the calendar year in which the proposed bid is expected to be advertised. The foregoing and the provisions of Section 2-11.16(e) notwithstanding, where not otherwise precluded by state or federal law, the overall per hour rate shall be the higher rate under this Section 2-11.16 or the rate of wages to be paid under the requirements of the Davis-Bacon Act; provided, further, that the overall per hour rate shall not be the higher rate if the federal government requires the County as a condition of receiving federal funds for a project to pay no more than the wages as determined by the U.S. Department of Labor under the Davis-Bacon Act on project contracts. The specifications for such contracts shall:
- (i) Include a sum certain in dollars and cents as an initial overall per hour rate for each craft or type of employee to be paid for work performed during the period commencing on the date of issuance of the notice to proceed and continuing through the calendar year (or, in the case of a lease or contract providing for privately funded construction on County-owned land subject to this Section, ending the last day of the calendar year in which the lease or contract was executed). The specifications shall further provide that the overall per hour rate to be paid for work performed during the year period commencing the next January 1st after the date of

issuance of the notice to proceed (or, in the case of a lease or contract providing for privately funded construction on County-owned land subject to this Section after the date of execution of such lease or contract) shall be such rate (as determined in accordance with subsection (b) above) for that calendar year and shall be updated thereafter on each subsequent January 1st to the rate (as determined in accordance with subsection (b) above) for the ensuing calendar year until completion of the contract work; and

- (ii) Mandate the contractor to whom the contract is awarded, and any of its subcontractors performing any of the contract work, pay not less than the specified overall per hour rate adjusted over the term of the contract as provided in subsection (i); and
- (iii) Provide that the contractor, and any of its subcontractors, may fulfill the obligation to pay such specified overall per hour rate by payment to the employee of the hourly wage rate listed in the negotiated contracts (or, if applicable, under subsection (i) above, the "basic hourly rate of pay" as defined in 29 CFR 5.24 contained in the Secretary of Labor's wage determination) for such craft or type of employee plus either: (i) payment on the employee's behalf of the cost (on an hourly basis) of the hospitalization, medical, pension and life insurance benefits specified for such craft or type of employee; or, (ii) payment to the employee (in addition to the listed hourly wage rate, or "basic hourly rate of pay if applicable) of an amount equal to the hospitalization, medical, pension and life insurance benefits (on an hourly basis) contractors are required to provide under the negotiated contracts (or, if applicable, under subsection (i) above, an amount equal to the fringe benefit payments on an hourly basis for hospitalization, medical, pension and life insurance benefits contained in the Secretary of Labor's wage determination) for such craft or type of employee. Payments to employees shall be counted towards fulfillment of the above obligation only to the extent that such payments are made by check or money order; and
- (iv) Provide that the contractor, and each subcontractor under him or her, shall post in a conspicuous place on the site where such contract work is performed: (1) the schedule of the specified overall per hour rate for each applicable classification specified by such negotiated contracts; (2) the amount of liquidated damages for any failure to pay such rates; and (3) the name and address of the responsible official in Miami-Dade County to whom complaints should be given; and
- (v) Provide that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the contracting officer to pay to employees employed by the contractor (or any subcontractor under him or her) in the performance of the contract work the difference between the overall per hour rate required by the contract to be paid employees on the work and the amounts received by such employees and not refunded to the contractor, and any of its subcontractors or their agents; and
- (vi) **Require the contractor and each subcontractor under him or her to submit via the County's web-based system accurate written records signed under oath as true and correct showing the names, Social Security numbers, and craft classifications of all employees performing work on said contract, the hours and fractions of hours for every type of work performed by each employee, the combined dollar value of all wages, any contributions to benefit plans and payments made to each employee of the overall per hour rate required by this Section and further require the contractor to submit to the County a list of all subcontractors and the names and Social Security numbers of all employees thereof who performed work each day on the contract and further require each subcontractor to also submit to the County a list of the names and Social Security numbers of its employees who performed work each day on the contract. The contractor and each subcontractor shall, by the 10th of each month, submit to the County (or if requested, within the requested time frame) certified payroll showing the employer's payroll records for work performed in the previous month via the County's web-based system. Upon request by the County, the covered employer shall produce for inspection and copying its payroll records for any or all of its covered employees for the prior three-year period; and**

- (vii) Provide that no contractor (or subcontractor under him or her) may terminate an employee performing work on the contract because of the employee's filing a complaint regarding payment of required overall per hour rates.
- (c) Miami-Dade County shall periodically examine the records required to be kept under subsection (vi) of subsection (b) of this section.
- (d) The County Mayor shall establish an administrative procedure for monitoring compliance with and enforcement of the requirements of this Section. Such procedure shall provide that:
 - (i) SBD may conduct investigations of compliance with the requirements of this Section and issue written notices to a contractor (or subcontractor under the contractor) when it determines based on such investigation that the contractor (or subcontractor) has not complied herewith;
 - (ii) The contractor or subcontractor shall respond in writing to the notice of noncompliance;
 - (iii) Based on the response, SBD may determine to rescind the notice of noncompliance or to conduct a Compliance Meeting with the affected contractor or subcontractor at which any additional evidence may be presented;
 - (iv) SBD shall make a written compliance determination following any Compliance Meeting. A determination that the contractor or subcontractor has not complied with the requirements of this Section shall state the basis therefore and shall advise the contractor or subcontractor of its right to file a written request along with a nonrefundable filing fee to be established by implementing order, within thirty (30) days of issuance of the notice, with the County Mayor within 30 calendar days to schedule an administrative hearing before a hearing officer to appeal the determination as provided below; and
 - (v) A contractor or subcontractor who fails to respond to a notice of noncompliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by SBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance and, in the case of underpayment of the required overall per hour rate, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the contractor or subcontractor shall be fined the applicable penalty for such underpayment as provided in this subsection (d). A contractor or subcontractor who does not make the required payment of the underpaid wages or who does not pay any fine imposed hereunder shall not be deemed responsible to perform subsequent County construction contracts and shall be ineligible to be awarded such contracts for so long as the identified underpayment or any penalties imposed therefor remain outstanding, not to exceed three years.
 - (vi) Upon timely receipt of a request for an administrative hearing before a hearing officer to appeal a determination of noncompliance, the County Mayor or designee shall appoint a hearing officer pursuant to Section 8CC-2 of the Code of Miami-Dade County, Florida, and fix a time for an administrative hearing thereon. Such hearing officers may be paid a fee for their services, but shall not be deemed County officers or employees within the purview of Sections 2-10.2, or 3-11.1 or otherwise.

Upon completion of the administrative hearing, the hearing officer shall transmit his/her findings of facts, conclusions and recommendations together with a transcript of all evidence taken before him/her and all exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.

A notice of hearing (together with a copy of SBD's determination of noncompliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations together with a transcript of the hearing to the County Mayor within a reasonable time. The County Mayor shall determine whether the contractor (or subcontractor) failed to comply with the requirements of this section. If the Mayor's determination is that the contractor (or subcontractor) failed to comply, and that such failure was pervasive, the Mayor may order that the contract work be suspended or terminated, and that the noncomplying contractor (or subcontractor) and the principal owners thereof be prohibited from bidding on or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating of public buildings or public works for a period of up to three (3) years. **In addition, in the case of underpayment of the required overall per hour rate, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the affected employees and the contractor or subcontractor shall be fined the penalties provided below. If the Mayor's determination is that the contractor (or subcontractor) failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor may, in the case of underpayment of the required overall per hour rate, order an amount equal to the amount of such underpayment be withheld from the contractor and remitted to the employee, and may also fine the contractor or subcontractor for such noncompliance as follows: for the first underpayment, a penalty in an amount equal to 20% of the amount thereof; for the second underpayment, a penalty in an amount equal to 40% thereof; for the third and successive underpayments, a penalty in an amount equal to 60% thereof. A fourth violation, shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering this section. If the required payment is not made within a reasonable period of time, the noncomplying contractor (or subcontractor) and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County contracts for the construction, alteration, and/or repair, including painting or decorating of public buildings or public works for a period of three (3) years.**

- (e) This section shall not apply to County contracts for construction or alteration which are federally funded or which are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)).
- (f) This section shall not apply to any contract for which authority to advertise for bids has been obtained prior to the effective date of this section [Ordinance No. 90-90].
- (g) This ordinance shall not apply to blanket contracts designed to consolidate an indeterminate number of individual smaller construction, repair or alteration activities which may be needed over a fixed period of time, provided the overall contract ceiling does not exceed five hundred thousand dollars (\$500,000.00) and further provided that no individual work order issued under such contract shall exceed twenty-five thousand dollars (\$25,000.00) per craft.
- (h) As used in the construction of this section, references to the masculine shall include the feminine and neuter and references to the singular shall include the plural, and vice-versa.
- (i) Exemption for certain privately funded construction. This Section shall not apply to leases and contracts entered into after the effective date of this ordinance which provide for privately funded construction, alteration or repair of buildings or improvements located on County-owned land whose estimated cost is equal to or less than five million dollars (\$5,000,000.00) which are financed:
 - (1) Solely through private sources, without one dollar (\$1.00) or more of financing provided through any federal, state, county or local governmental entity or bond sources including Industrial Development Authority (IDA) bonds or similar type of bond funding; or
 - (2) by entities which meet all of three (3) of the following conditions: exemption from Federal Income Taxes under section 501(c)(3), not-for-profit and community-based.

- (j) The foregoing notwithstanding, any lease or contract entered into after the effective date of this ordinance which provides for privately funded construction, alteration or repair of buildings or improvements located on County-owned land whose estimated cost is equal to or less than five million dollars (\$5,000,000.00), receives IDA bond financing and also receives State and/or local development incentives (including but not limited to: waiver of or reduced impact or permit fees and reduced property or other taxes) based on job creation shall not require payment of the overall hourly rates provided by this Section. Such lease or contract shall provide that in the event the job creation requirements on which the foregoing development incentives were conditioned are not fulfilled, the lessee shall be required to pay a penalty of up to twenty (20) percent of the cost of such construction, alteration or repair. Said penalty shall be in addition to any rental or other payments required in each lease or contract to which this subsection applies. Said penalty shall be paid to Miami-Dade County for deposit in the Department of Business Development Compliance Trust Fund and used to cover the costs of monitoring compliance with this Section.
- (k) Any employee of a contractor or subcontractor who performed work on a contract subject to this section, may instead of adhering to the County administrative procedure set forth in this section but not in addition to such procedure, bring an action by filing suit against the contractor or subcontractor in any court of competent jurisdiction to enforce the provisions of this Chapter and may be awarded back pay, benefits, attorney's fees, costs. The applicable statute of limitations of such a claim will be two (2) years as provided in Section 95.11(4)(c), Florida Statutes, in an action for payment of wages. The court may also impose sanctions on the employer, including those persons or entities aiding or abetting the employer, to include wage restitution to the affected employee and damages payable to the covered employee in the sum of up to five hundred dollars (\$500.00) for each week each employer is found to have violated this Chapter.

(Ord. No. 77-17, §§ 1—4, 3-15-77; Ord. No. 90-90, § 1, 9-11-90; Ord. No. 90-123, § 1, 11-8-90; Ord. No. 90-143, § 1, 12-18-90; Ord. No. 95-183, § 1, 10-17-95; Ord. No. 99-158, § 1, 11-16-99; Ord. No. 02-129, § 1, 7-23-02; Ord. No. 05-199, § 1, 11-3-05; Ord. No. 12-43, § 1, 7-3-12; Ord. No. 16-88, § 1, 9-7-16; Ord. No. 18-33, § 5, 4-10-18)

Annotation— CAO 79-13.

Cross reference— Bidding on public projects, § 10-33 et seq.

Sec. 10-33.02. - Small Business Enterprise Construction Services Program.

(1) *Title.* This section shall be referred to as the Miami-Dade County Small Business Enterprise Construction Services ("CSBE") Program.

(2) *Definitions.* The following definitions shall apply in this section:

Advisory board means the Community Small Business Enterprise Board ("CSBE Advisory Board") created for the purpose of reviewing program activities and results, and for making recommendations to Small Business Development ("SBD") and the Board of County Commissioners ("County Commission") on matters pertaining to the program.

Aggregate Set-Aside means an aggregated value of small construction contracts, no one contract of which exceeds five million dollars, which are to be bid during a fixed period of time on a contract-by-contract basis with bidding therefor reserved solely among qualified CSBEs classified in the applicable Contracting Participation Level and SIC or NAICS Code for the contract.

Available or *availability* means to have, prior to bid submission, the ability to provide construction services under a prime contract that is being considered for a set-aside or under a first or second, third, or fourth tier subcontract on a contract being considered for a first or lower tier subcontractor goal by having:

1. Reasonably estimated, uncommitted capacity and expertise;
2. All licenses, permits, registrations and certifications;
3. The ability to obtain bonding that is reasonably required to perform the contract or subcontract consistent with normal industry practice; and
4. The ability to otherwise meet bid specifications.

Bid means a quotation, proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letters of interest or offer to perform the contract.

Bid preference means an amount deducted (for evaluation purposes only) from the total bid price in order to calculate the bid price to be used to evaluate the bid on a competitively bid prime county construction contract, which is not set-aside for bidding solely by CSBEs.

Bidder means any person, partnership, corporation or other business entity that submits a bid.

Bonding assistance may include providing assistance in preparing and completing bond packages as well as providing ending to be used for bonding purposes.

Business day means a regular week day (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.

Calendar day means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.

Certificate of Assurance means the departmental form submitted with bid documents whereby the Bidder acknowledges: (i) Small Business Enterprise ("SBE") measures apply to the project; and (ii) Bidder will submit its list of certified SBEs to satisfy the measures via Miami-Dade County's web-based system, within the specified time frame.

Commercially useful function means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include:

1. The evaluation of the amount of work subcontracted;
2. Normal industry practices;

3. The skills, qualifications, or expertise of the enterprise to perform the work;
4. Whether the business' own personnel perform, manage, and/or supervise the work involved; and
5. Other relevant factors.

Commitment letter means a letter signed by an officer or other authorized representative of a bidder or proposer for a County construction contract containing a second, third or fourth tier subcontractor goal which specifically commits the bidder or proposer to meet such subcontractor goal.

Construction means the building, renovating, retrofitting, rehabing, restoration, painting, altering or repairing of a public improvement.

Construction Manager-at-Risk ("CM-at-Risk") replaces the general contractor and works for a fee with the County and the Architect through the design phase to contain the budget and schedule. The CM-at-Risk may provide a guaranteed maximum price ("GMP"), and bids the work out to local trade contractors. The CM-at-Risk mobilizes to the site and manages the trade contractors for quality and schedule.

Construction Services means construction, maintenance, painting, alteration, installation, or repair of a public improvement or any performance of work offered for public consumption that does not consist primarily of goods.

Contract means an agreement proposed by the County or Public Health Trust staff, or approved by the County Commission or Public Health Trust for construction.

Contracting participation level refers to the level in which a CSBE firm is classified based on the average gross revenues of the firm over a three-year period. The three (3) contracting participation levels are:

1. Level I—Three-year average gross revenues of \$0—\$2,000,000.00.
2. Level II—Three-year average gross revenues from \$2,000,000.01 but not exceeding \$5,000,000.00.
3. Level III—Three-year average gross revenues from \$5,000,000.01 but not exceeding \$10,000,000.00.

Prime contracts with estimated project construction cost in excess of ten million dollars (\$10,000,000.00) shall be "open market" contracts which all firms can bid on.

CSBE objective means the objective of assuring that not less than ten (10) percent of the County's total annual expenditures for construction are expended with CSBEs. The foregoing CSBE objective may be increased by subsequent resolution of the Board of County Commissioners, adopted after recommendation for an increase by the Advisory Board. Forty (40) percent of the foregoing objective may be accomplished through set-aside of smaller prime contracts and use of subcontractor goals on larger prime contracts falling within Standard Industrial Classification (SIC) code 15; forty (40) percent of the foregoing objective may be accomplished through set-aside of smaller prime contracts and use of subcontractor goals on larger prime contracts falling within SIC 16; and twenty (20) percent of the foregoing objective may be accomplished in prime contracts falling within SIC 17. The percentage of the overall CSBE objective allocated to each SIC category may be adjusted by resolution of the Board of County Commissioners in direct correlation to CSBE availability.

Draw means a request for payment submitted by the prime contractor to the County or County's designee. A scheduled draw occurs, according to the contract's payment schedule, when the prime contractor is allowed to submit its request for payment. The date(s) of a scheduled draw may be stated with specificity in the contract in the form of a payment schedule or may be stated as a reoccurring event taking place, for example, on the 30th of each month.

Graduation means the CSBE has exceeded either the personal net worth, or the specific size limits stated for the program, based on the firm's three-year average annual gross revenues, and will no longer be eligible for participation in the program.

Guaranteed maximum price ("GMP") is the cost of the project that the CM-at-Risk guaranteed will not be exceeded.

Joint Venture means a business arrangement of two or more parties, in which at least one is a CSBE that agrees to pool its resources for the purpose of accomplishing a specific task.

Make-up Plan means a plan whereby a bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill all or a portion of any pending Small Business Enterprise Construction Services makeup requirement and identify the certified CSBE firm(s) to be utilized to fulfill the make-up requirement that is in excess of any SBE goal(s) required on the project and the percentage, dollar value and description of the work that needs to be made up within the time frame specified by SBD.

Management and Technical Assistance (MTA) means a program designed to provide direct and indirect assistance for small business enterprise development. Specific details of the program are shown in Attachment 3 [which can be found in the County Clerk's office attached to Ordinance Number 97-52].

Mentor-Protege Program is a program whose purpose is to build effective working relationships between leaders of mature established companies and emerging small business enterprises in order for the latter to benefit from the knowledge and experience of the established mentor firms. The details of this program shall be provided in Implementing Order No. IO 3-22.

Miscellaneous Construction Contracts are open contracts designed to consolidate an indeterminate number of individual small construction, repair, installation, or alteration activities which may be needed over a fixed period of time, or open contracts that are work order based where no specific item quantities have been determined prior to bid (unit price contracts).

Prequalification is defined as provided elsewhere in this ordinance.

Primary Trade Contractor means those contractors who directly contract with the CM-at-Risk. This definition only applies to contracts for a construction manager-at-risk.

Program incentive is an incentive that a firm can choose to use in a bid or proposal based on the firm's participation in certain programs. The incentive consists of either a bid preference or selection factor that will be used in evaluating the firm's bid on a specific project. The program incentives available are as follows:

1. For participation in the Mentor-Protege' Program—Two (2) percent of bid price or up to ten (10) percent of the total evaluation points;
2. For participation in the Worker Training Program—Two (2) percent of the bid price or up to ten (10) percent of the total evaluation points.

Qualifier means the individual who has qualified a contractor for its current, valid certificate of competency or eligibility as required by Subsection (a) of Section 10-3 of this Code.

Review Committee or RC means the committee established by the County Mayor or designee to review proposed projects for the application of contract measures where SBD and the contracting department have not established consensus and when public input requires deliberation regarding the measures/goals recommendations. The RC will make recommendations to the Mayor or designee as needed.

SBD means the Miami-Dade County Department of Small Business Development, or successor agency.

Selection factor means a percentage of total evaluation points added to the points scored by a proposer responding to an RFP or RFQ for a prime County construction contract which is not set-aside for competition solely amongst CSBEs.

Set-aside means reservation for competition solely among CSBEs of a given prime County contract whose estimated cost is ten million dollars (\$10,000,000.00) or less, and such construction contracts will be classified into one (1) of the three (3) contracting participation levels based on estimated project cost:

1. Level I Set-aside—For competition solely among Level I prime contractors of a given County contract for construction project valued from \$0 to \$2,000,000.00. Level II and Level III prime contractors may not compete for Level I set-aside contracts as prime contractors, unless Level I prime contractor unavailability exists.
2. Level II Set-aside—For competition solely among Level I and II prime contractors of a given County contract for construction project valued from \$2,000,000.01 to \$5,000,000.00. Level III prime contractors may not compete for Level II set-asides contract as prime contractors, unless Level I and Level II prime contractor unavailability exists.
3. Level III Set-aside—For competition solely among Level I, Level II, and Level III prime contractors of a given County contract for construction project valued from \$5,000,000.01 to \$10,000,000.00.

SIC (Standard Industrial Classification) or the equivalent North American Industry Classification System (NAICS) code is a code that was developed by the Federal Office of Management and Budget for use in the classification of establishments by type of activity in which they are engaged.

Small Business Enterprise for Construction Services (CSBE) means a construction related enterprise, including a design-build firm, and any firm providing trades and/or services for the completion of a construction project, as defined in Chapter 10 of the Code of Miami-Dade County, which has an actual place of business in Miami-Dade County and whose average annual gross revenues for the last three (3) years do not exceed: ten million dollars (\$10,000,000.00) for SIC 15 - Building Construction, General Contractors and Operative Builders; six million dollars (\$6,000,000.00) for SIC 16 - Heavy Construction, other than Building Construction; or five million dollars (\$5,000,000.00) for SIC 17 - Specialty Trade Contractors. CSBEs shall be categorized by the type of construction they perform in accordance with the two-digit Standard Industrial Classification (SIC) code, or the six-digit North American Industry Classification System (NAICS), of the Census applicable to such type of construction. A CSBE will graduate out of the program upon notification by SBD that it has exceeded these size limits based on its three-year average annual gross revenues. A certified CSBE that graduates out of the program shall continue to submit financial information as to cumulative gross revenue and bonding capacity to SBD annually for 3 years thereafter in order to further the County's ability to assess the effectiveness of the program.

The County Mayor or designee shall be authorized to adjust the CSBE-size limits every five (5) years at his/her discretion based on the local Consumer Price Index for All Urban Consumers (CPI-U) calculated by the U.S. Department of Commerce or other appropriate tool of inflation measures as applied to Miami-Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013—2014 calendar year using the figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

CSBEs must be certified by SIC or NAICS code, and classified into one (1) of the three (3) contracting participation levels. The lack of bonding capacity shall not preclude an applicant from being certified as a CSBE. As part of the certification process, CSBEs must go through a prequalification process which will be used to determine which of the three (3) contracting participation levels the CSBE will be placed in based on the firm's three (3) year average gross revenues. The contracting participation levels are as follows:

1. Level I—Three-year average gross revenues of \$0.00—\$2,000,000.00;
2. Level II—Three-year average gross revenues above \$2,000,000.00 but not exceeding \$5,000,000.00; or
3. Level III—Three-year average gross revenues above \$5,000,000.00 but not exceeding \$10,000,000.00.

A firm's eligibility to participate in the CSBE program and the contracting participation level at which it will participate shall be determined based on the three-year average gross revenues of the applicant firm in combination with that of all of the firm's affiliates as provided in Appendix A [which can be found in the County Clerk's office attached to Ordinance Number 97-52]. No firm shall be certified as a CSBE where

the individual net worth of any of its owners is more than one million five hundred thousand dollars (\$1,500,000.00). Representations as to average gross revenues, personal net worth of owners and payroll shall be subject to audit.

Notwithstanding any other provision of this Section 10-33.02, Level II and Level III CSBEs certified in SIC Code 17 - Specialty Trade Contractors, may bid on a specialty trade contract set aside for CSBEs whose estimated cost is above \$50,000.00 and may participate in any specialty trade portion of the work of a contract subject to a CSBE subcontractor goal where the cost of the specialty trade portion of the contract work is above \$50,000.00.

Subcontractor goal means a proportion of a prime contract value stated as a percentage to be subcontracted to CSBEs to perform a commercially useful function. A first tier subcontract goal may be imposed where there is CSBE availability at such tier level. A second, third and fourth tier subcontract goal may be imposed on those contracts whose estimated cost exceeds twenty-five million dollars (\$25,000,000.00) where there is CSBE availability at such lower tier levels.

Trade set-aside means that an entire specialty trade component(s) of a County miscellaneous construction contract is reserved for first tier subcontracting amongst certified CSBEs (for example, the entire plumbing or roofing or electrical component of a specific contract is reserved for limited competition amongst certified CSBEs). All such subcontracts shall be in writing and shall be executed by the prime contractor and the first tier CSBE subcontractor.

Utilization Plan means the plan whereby a Bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill the SBE goal(s) required for the project and identify certified firms to fulfill goal(s) and percentages, dollar value, and description of the work to fulfill the SBE goal within the time frame specified by SBD. Subcontractor(s) listed will also be required to confirm their participation via the County's web-based system within the specified time frame. Bidders must enter into written subcontracts with the listed CSBE(s).

Virtual Office means an agreement that provides a receptionist, mail and facsimile services, and similar services, that give the appearance of having a business presence at a location, but the business entity has no ongoing, full-time physical presence in the building. Virtual Offices are invalid for certification purposes.

Worker Training Program is a qualified training program or technical school or other such construction industry related training program, as approved by the advisory board.

(3) *Program components:*

- A. *Application.* Except where federal or state laws or regulations mandate to the contrary, the provisions of this section shall require review of all construction contracts funded in whole or in part with County funds and all leases and contracts for privately funded construction on County-owned land to determine the appropriateness of applying contract measures as set forth in this section. The County Mayor shall prepare administrative orders, implementing orders, bid, and contract documents implementing the Bonding and Financial Assistance Program, the Management and Technical Assistance Programs, the Mentor-Protege Program and other related programs addressed in this section. All leases and contracts for privately funded construction on County-owned land for which measures are determined to be appropriate under this section shall contain specific provisions to implement the intent of the CSBE program in a manner consistent with its application to County construction contracts. This section shall not apply to privately funded construction on any County-owned facilities or property where the total value of the construction is two hundred thousand dollars (\$200,000.00) or less. The words "County Mayor" in this section shall mean the County Mayor or his or her designee.
- B. *Miami-Dade County Small Business Enterprise Construction Services Program.* The prompt payment provisions of this section shall take precedence over Section 2-8.1.4 of the Code ("Sherman S. Winn Prompt Payment Ordinance"), as to the contracts specified below:
 1. Prompt payment.

- a. The County Mayor or designee and the President of the Public Health Trust shall establish administrative procedures requiring that billings from contractors under prime construction contracts with Miami-Dade County or the Public Health Trust that are a CSBE contract set-aside or which contain a trade set-aside or subcontractor goal, shall be promptly reviewed and payment made to the prime contractor by the County or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust.

The County and Trust shall notify the prime contractor, and the Department of Small Business Development (SBD), in writing, of those billings submitted by the prime which are in dispute, and the reasons why they are in dispute, within fourteen (14) calendar days of receipt of such billing by the County or Trust. This provision is applicable regardless of whether the disputed billing pertains to the work performed and/or billing of CSBE subcontractors. Reference is hereby made to Section 2-8.1.4(6) of the Code, which sets forth the procedures for improper invoices and resolution of disputes.

- b. A prime contractor shall include in its billing to the County or Trust copies of those billings from CSBE subcontractors utilized to meet the subcontractor goal applicable to the contract which the contractor approves and whose cost is included in the payment requested from the County or Trust. A prime contract which contains a second, third or fourth tier subcontractor goal shall require all subcontractors in direct privity with a second or lower tier CSBE subcontractor, and all successive subcontractors on up to and including the first tier subcontractor level, to include portions of any lower tier CSBE subcontractor's billings which are approved by such subcontractors and are included in any payment amount they request.

Undisputed portions of billings from CSBEs that are submitted to the prime at least five (5) days or more before the date of the prime's next scheduled draw, must be submitted by the prime to the County in the prime's next scheduled draw, according to the contract's payment schedule. For example: if the County's billing cycle on the specific contract allows the prime to submit its draw on the 30th of each month, a CSBE that submits its billing to the prime on or before the 25th of the month shall have its billing included in the prime's next scheduled draw submitted to the County on the 30th.

Undisputed portions of billings from CSBEs that are submitted to the prime less than five (5) days before the prime's next scheduled draw, may be submitted in the next draw; however, said billings shall be submitted no later than in the prime's next subsequent scheduled draw. For example, if the County's billing cycle on the specific contract allows the prime to submit its draw on the 30th of each month, a CSBE that submits its billing to the prime after the 25th of the month but before the 30th of the month shall, at the latest, have its billing included in the prime's subsequent scheduled draw submitted to the County on the 30th of the following month.

Failure by the prime to include the CSBE's billing(s) in its next scheduled draw or subsequent scheduled draw to the County as outlined above, and absent notification of disputes, as set forth in subsection (3)(A)(1) herein, shall result in the prime making full payment directly to the CSBE for the full amount of the submitted billing(s). Full payment to the CSBE subcontractor for the particular billing(s) shall be made within the same number of days that the County has mandated as the billing cycle for said contract in operation, or within forty (40) calendar days of submittal of such billing(s) by the CSBE to the prime, whichever is less, regardless of whether the prime has received its payment from the County.

- c. If for any reason, the prime contractor chooses not to submit any billings to the County on its next or subsequent scheduled draw, the prime contractor shall make full

payment to the CSBE subcontractor(s) for billings submitted by the CSBE subcontractor(s) in accordance with the subsection above. Full payment to the CSBE subcontractor(s) for the particular billing(s) shall be made by the prime contractor within the same number of days that the County has mandated as the billing cycle for said contract in operation, or within forty (40) calendar days of submittal of such billing(s) by the CSBE subcontractor(s) to the prime contractor, whichever is less, regardless of whether the prime has received its payment from the County.

- d. Prime construction contracts to which a CSBE trade set-aside or subcontractor goal has been applied shall require that billings from CSBEs at whatever subcontractor tier level for which the contract measure has been applied, shall be promptly reviewed and payment made to such CSBEs on those amounts not in dispute within two (2) business days of receipt of payment therefor. The foregoing obligation to promptly review and pay CSBE billings shall apply to prime contractors and subcontractors who are in direct privity with the CSBE and to each successive subcontractor on up the line to the level of prime contractor. The two (2) day payment provision shall equally apply to retainage payments received by prime contractors from the County, and subsequently passed on to subcontractors.
- e. The prime contractor agrees to the contract requirements of Miami-Dade County, Florida Code, Section 10-35, Release of Claim by Subcontractors Required. The requirements found in Section 10-35 are hereby fully incorporated into this CSBE Prompt Payment Subsection and non-compliance, by failing to pay subcontractors and failing to provide the requisite subcontractor affidavit and/or consent of surety to requisition payment, shall be enforceable through this Subsection.
- f. The prime contractor on a prime construction contract to which a CSBE trade set-aside or a first tier subcontractor goal has been applied shall inform the Department of Small Business Development, the Contracting Officer, and the first tier CSBE subcontractor, in writing, of those amounts billed by the CSBE which are in dispute, and the specific reasons why they are in dispute, within five (5) calendar days of submittal of such billing by the first tier CSBE subcontractor to the prime contractor. Prime contracts to which a second or lower tier subcontractor goal has been applied shall provide that subcontractors in direct privity with any CSBE utilized to meet such lower tier subcontractor goal, shall inform the affected CSBE in writing, with copies to the prime contractor and the Department of Small Business Development, of those amounts of such CSBE's billings that are disputed and the specific reasons therefor within five (5) calendar days of submittal of such billing from the CSBE.

Failure of the prime contractor to comply with the applicable requirements of this Subsection shall result in the prime contractor's forfeiture of the right to use the dispute as justification for not paying the first tier CSBE subcontractor and payment shall be forthcoming from the prime contractor. Prime contracts to which a second or lower tier subcontractor goal has been applied shall provide that a subcontractor in direct privity with a CSBE utilized to meet such goal who fails to comply with the applicable provisions of this Subsection shall result in such subcontractor's forfeiture of the right to use the dispute as justification for not paying the CSBE subcontractor and payment shall be forthcoming from such subcontractor.

- g. None of the provisions of Section (3)(B)1 requiring the prime contractor to make full payment on any billing by a subcontractor due to failure to comply with this section shall be construed as also requiring the County to make a similar full payment of that billing to the prime contractor. The County shall not be precluded from disputing billings submitted by prime contractors in accordance with the notice requirements of subsection (3)(B)1a as stated herein.

- h. Failure of the prime contractor to comply with any of the requirements found in Section 10-33.02 (3)(B)1 et seq. shall result in the imposition of one (1) or more of the following sanctions:
 - 1. The suspension of any payment or part thereof until such time as the issues concerning compliance have been resolved;
 - 2. Work stoppage;
 - 3. Termination, suspension, or cancellation of the contract in whole or part;
 - 4. The contractor may also be subject to debarment.
- i. The County Manager, or his or her designee, shall establish administrative procedures to apply similar provisions, as found in this subsection, (3)(B)1, to CSBEs that are being used to meet 2nd, 3rd and/or 4th tier CSBE measures on County contracts.
- j. In addition to any sanction available pursuant to Subsection (3)(B)1.h. above, construction contracts to which a CSBE trade set-aside or subcontractor goal at any subcontractor tier level has been applied shall provide that failure of the prime contractor or any subcontractor in direct privity to the CSBE to make prompt payment as provided in Section 10-33.02(3)(B)1. et seq., shall result in the imposition of a penalty of \$75.00 per day for each day payment to a CSBE subcontractor is not made within the time frames specified in these provisions. Any such penalty shall be deducted from the prime contractor's next invoice. Monies received from payment of penalties imposed hereunder shall be utilized to defray SBD's cost of administering this ordinance.

Contractual documents shall also require the prime contractor or any subcontractor in direct privity to the CSBE to make payment to the CSBE of one (1) percent interest per month on any balance not paid by the time frame specified in these provisions; unpaid balance shall bear interest from thirty (30) days after the due date at a rate of one (1) percent per month. The CSBE must invoice the prime contractor for any interest accrued in order to receive the interest payment. Any overdue period of less than one (1) month shall be considered as one (1) month in computing interest. Unpaid interest shall compound monthly. With respect to each past due payment, interest shall cease to accrue after interest on that payment has accrued for twelve (12) months. For purposes of this section, one (1) month shall constitute a period beginning on any day of one month and ending on the same day of the following month. No contract between the prime contractor and the CSBE or any subcontractor in privity thereto shall prohibit the CSBE from invoicing for late payment interest charges allowed under this section.

- 2. *Mentor-Protege Program:* This program is a community based effort involving leaders of major firms, financial and bonding institutions, contracting associations, small business enterprises, and support service organizations. The program is an effort to overcome difficulties that typically inhibit or restrict the success of small businesses and is designed to produce a broad base of high quality, competitive and profitable companies through incremental improvement. It is expected that as a result of the Mentor-Protege Program, Protege will experience a greater than industry average success rate and realize the growth and profitability objectives of their business plans as well as long range stability. The program will provide a community benefit by strengthening emerging businesses and providing them with opportunities for growth, expansion and increased participation in Miami-Dade County's economic development. To be eligible for incentives under the Mentor-Protege Program, the mentors and proteges must be registered by SBD in the Mentor-Protege Program.
- 3. *Bonding and Financial Assistance Program:* This program will provide CSBEs with assistance in obtaining bonding and/or financial assistance for construction projects. Bonding assistance will include providing assistance in preparing and completing bond

packages as well as providing funding to be used for bonding purposes. Financial assistance will include providing financial assistance such as mobilization capital, line of credit and/or working capital loans through partnering relationships with financial institutions. The specific details of the proposed program are shown in Attachment 2 as amended.

4. *Management and Technical Assistance Program:* This program will provide direct and indirect assistance for small business development. Program management provides direction, coordinates access to services, and maintains continual communications to assure knowledge and use of available resources. Technical assistance will also be provided such as accounting services and business plan preparation, which will assist firms in developing documents needed for bonding and financial assistance as well as business and management workshops and seminars. CSBEs may have access to resources that focus on developing their management capacity and enhancing the marketability of their products. Specific details of the proposed program are shown in Attachment 3 [which can be found in the County Clerk's office attached to Ordinance Number 97-52].
5. *Trade set-asides:* Trade set-aside means that an entire specialty trade component(s) of a County contract or a miscellaneous construction contract which the prime contractor shall subcontract at the first tier level to certified CSBEs (for example, the entire plumbing or roofing or electrical component of a specific contract). All such subcontracts shall be in writing and shall be executed by the prime contractor and the first tier CSBE subcontractor. Miscellaneous construction contract shall mean a construction contract managed by a construction manager selected on the basis of a management fee that will be added to the cost of specialty trade work for various projects bid by the construction manager as a trade set-aside for CSBEs.
6. *Subcontractor goals:*
 - a. *In general.* The County Commission or Public Health Trust may establish subcontractor goals for any specialty and/or construction related trade or service portion of the work in a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract, and of the availability of CSBEs to afford effective subcontracting competition therefor. A Small Business Enterprise Goods Program and Small Business Enterprise Services Program goal(s) may be applied to any project with an estimated value over \$700,000.00. After bid advertisement, or other formal public notice, the established subcontractor goal may be reduced only with the approval of the County Commission, or Public Health Trust.

Where a first tier subcontractor goal has been imposed, bid documents shall require bidders to submit a Certificate of Assurance on the bid submittal due date and a Utilization Plan, via the County's web-based system within the time frame specified by SBD. Where a second, third and fourth tier subcontractor goal has been imposed, the bid documents shall require bidders to include a commitment of the bidder to meet such goals in the aforementioned Certificate of Assurance. Failure to submit the required Certificate of Assurance at the time of bid submission shall render the bidder non-compliant to the contract requirement and this section. A CSBE firm may fulfill a subcontractor goal in only one goal type per contract.

Bidders whose bids fail to meet the specified first tier subcontractor goal, in order to remain eligible for award of the contract, must submit evidence, with the Utilization Plan, proving the lack of available CSBEs to afford effective competition therefor.

A successful prime bidder that is a CSBE or a joint venture may perform up to fifty (50) percent of a first tier CSBE subcontractor goal with its own forces. The remaining percentage of such first tier subcontractor goal work shall be performed by other CSBEs.

Bid documents shall provide that:

- (i) Only expenditures to CSBEs for performing a commercially useful function shall be counted toward meeting a specified subcontractor goal.
- (ii) Expenditures to CSBEs for acting essentially as a conduit to transfer funds to a non-CSBE shall not be counted toward meeting a subcontractor goal unless such conduct receives prior approval from SBD as consistent with normal industry practice.
- (iii) Expenditures to CSBEs who subcontract work further to non-CSBEs shall not be counted toward meeting a subcontractor goal unless such subcontracting receives prior approval from SBD as consistent with normal industry practice.
- (iv) Only expenditures to CSBEs made under a written first tier subcontract executed by both the prime contractor and the CSBE shall be counted towards meeting a first tier subcontractor goal. If the prime contractor exceeds the first-tier CSBE subcontractor goal, the amount by which the first-tier CSBE subcontractor goal is exceeded shall count towards fulfillment of the second, third and fourth tier subcontractor goal on that contract. Only expenditures made under a written second, third or fourth tier subcontract executed by both the next tier level subcontractor and the lower tier CSBE subcontractor shall be counted towards meeting a second, third or fourth tier subcontracting goal.
- (v) The bidder who is awarded a contract having a second, third or fourth tier subcontractor goal shall notify SBD in writing, prior to initiating the process to select lower tier CSBEs whose participation will be utilized to meet such goal, of the name, address and tier level of the subcontractor who will award the lower tier subcontract to a CSBE, the scope of work for such lower tier subcontract and the bid submission date for such lower tier subcontract. The prime contractor shall obtain SBD's approval prior to the award of any lower tier subcontract that will be utilized to meet a lower tier subcontractor goal.
- (vi) Contracts in excess of twenty-five million dollars (\$25,000,000.00) which have subcontractor goals shall require the prime contractor during the term of the contract to make a quarterly presentation to the CSBE Advisory Board on his or her performance in meeting such goal.

Bid documents shall allow bidders to challenge or protest a subcontractor goal established under this section by submitting no later than ten (10) business days prior to the scheduled bid opening date the reasons for such challenge or protest in writing to the department responsible for the contract. Challenges or protests to a CSBE subcontractor goal by bidders after the time specified in the preceding sentence shall not be heard by the County Commission or Public Health Trust.

b. *Application to Construction Manager-at-Risk contracts.*

- (i) *Construction management services portion.* For Construction Manager-at-Risk contracts, the County Commission may establish, where appropriate and upon the recommendation of SBD, first tier CSBE subcontractor goals applicable to the construction management portion thereof. Such goal shall not be applicable to the procurement of trade packages on the actual construction project. Bidders for CM-at-Risk contracts to which a first tier CSBE subcontractor goal has been established for construction management services under this paragraph shall submit the Certificate of Assurance and follow the procedures and timing therefor applicable to contracts in general under subpart a) above.
- (ii) *Actual construction portion of the work.* For CM-at-Risk contracts, subcontractor goals for the actual construction portion of the work may be established where appropriate by the County Mayor or the Mayor's designee for 1st, 2nd, 3rd or 4th

tier subcontractors upon the recommendation of SBD based on estimates made prior to advertisement of the bid package of the quality, quantity and type of subcontracting opportunities provided by the bid package and of the availability of CSBEs to afford effective subcontracting therefor.

- (a) *Overall subcontracting goal.* Where an overall CSBE subcontracting goal has been established for the actual construction portion of the work, the CM-at-Risk shall submit the Utilization Plan to the County at the time the Final Guaranteed Maximum Price is due identifying all CSBEs utilized to meet the overall goal, and the trade designation of work and percentage of the Final Guaranteed Maximum Price each will perform.
- (b) *First tier subcontractor goal.* Where a first tier CSBE subcontracting goal has been established, bidders to the CM-at-Risk for contracts as Primary Trade Contractors shall submit at the time of bid submission to the CM-at-Risk a Certificate of Assurance, on the bid submittal due date and a Utilization Plan within the time period specified by SBD, identifying all CSBEs to be utilized to meet such goal, the trade designation of the work and the percentage of the bid each identified CSBE will perform. Failure to submit the required Certificate of Assurance and Utilization Plan within the required time frame may render the bidder non-compliant, or subject to sanctions or penalties as outlined in the contract or the Implementing Order. The use of CSBEs at the Primary Trade Contractor level and at the level of contractors that directly contract with the Primary Trade Contractors shall count towards meeting the first-tier CSBE subcontractor goal on the contract. In addition, if the CM-at-Risk exceeds the first-tier CSBE subcontractor goal, the amount by which the first-tier CSBE subcontractor goal is exceeded shall count towards fulfillment of the second, third and fourth tier subcontractor goal on that contract. However, if the CM-at-Risk exceeds the second, third and fourth tier subcontractor goal, the amount that the second, third and fourth tier subcontractor goal is exceeded shall not count towards fulfillment of the first-tier subcontractor goal.
- (c) *Second, third and fourth tier subcontractor goals.* Where a second, third or fourth tier subcontractor goal has been established for the actual construction portion of the work under a CM-at-Risk contract, the construction manager at risk awarded the contract shall notify SBD in writing, prior to initiating the process to select lower tier CSBEs whose participation will be utilized to meet such goal, of the name, address and tier level of the subcontractor who will award the lower tier subcontract to a CSBE, the scope of work for such lower tier subcontract and the bid submission date therefor. The construction manager at risk awarded the contract shall obtain SBD's approval prior to the award of any lower tier subcontract that will be utilized to meet a lower tier subcontract goal.
- (iii) *Reduction in established subcontractor goal and periodic reporting to the Commission.* After bid advertisement, or other formal public notice, the established subcontractor goal on a CM-at-Risk contract for construction management services may be reduced only with the approval of the County Commission or Public Health Trust. After bid advertisement or other formal notice, the established subcontractor goal applicable to the actual construction portion of the work may be reduced only with the approval of the Mayor. The County Mayor shall periodically report to the Board of County Commissioners on all goals on Construction Manager-at-Risk contracts.
- (iv) *Compliance responsibilities.* The Construction Manager-at-Risk shall comply with the requirements of this subsection regarding any CSBE subcontractor goal that has been applied to any portion of the work of the CM-at-Risk contract.

- c. *Application to contracts for environmental services where construction tasks are involved.* For contracts for environmental services where construction tasks are involved, CSBE subcontractor goals may be established by the County Mayor upon the recommendation of SBD based on estimates made prior to awarding such tasks and of the availability of CSBEs to afford effective subcontracting therefor.

[7. *Reserved.*]

8. *Contract measures:*

- a. *Contract set-asides:* The County Commission or Public Health Trust may determine it is in its best interest to waive any competitive bidding or selection requirement and set-aside a prime County construction contract for CSBEs when determined, prior to bid advertisement, that there are at least three (3) CSBEs available in the Standard Industrial Classification (SIC) category, as well as in the contracting participation level that the contract is classified in (based on the estimated project construction cost). Contracts with estimated project construction cost less than or equal to ten million dollars (\$10,000,000.00) may be set-aside for competition by CSBEs. Such contracts will be placed into one (1) of three (3) contracting participation levels based on the estimated project construction cost, and will be classified by Standard Industrial Classification (SIC) or North American Industry Classification System (NAICS) code. The three (3) contracting participation levels, based on average gross revenues for the past three (3) years are:

1. Level I—Three-year average gross revenues of \$0.00—\$2,000,000.00
2. Level II—Three-year average gross revenues above \$2,000,000.00 but not exceeding \$5,000,000.00
3. Level III—Three-year average gross revenues above \$5,000,000.00 but not exceeding \$10,000,000.00

CSBEs will also be categorized by contracting participation level, which will be determined by the Department of Small Business Development (based, in part, on the CSBE's prequalification package).

CSBEs prequalified in one (1) Contracting Participation Level (e.g. those in Contracting Participation Level III) may not bid on a lower level prime County contract set-aside for CSBEs (e.g., a three hundred thousand dollar (\$300,000.00) project which falls into Level I). However, a CSBE prequalified in a lower level may bid on contracts whose estimated cost falls within a higher level (e.g., a Level I CSBE may bid on a Level II or III contract).

Transferring to a non-CSBE through subcontracting or otherwise all or part of the actual work of a set-aside contract is prohibited unless such transfer receives prior approval from the Department of Small Business Development as consistent with normal industry practice.

A CSBE may compete for any set-aside prime construction contract in the SIC or NAICS code which the CSBE is certified.

In the case of an Aggregate Set-Aside, the aggregated value of the set-aside shall be established after taking into account the CSBE objective and the effect of any measures that may be applied to other County construction contracts not included in the Aggregate Set-Aside. The particular level of CSBEs that may bid for a particular contract under an Aggregate Set-Aside shall be determined by Contracting Participation Level based on the contract's estimated cost and by SIC or NAICS Code. At the time a proposed Aggregate Set-Aside is presented to the County Commission for waiver of competitive bidding and set-aside for CSBEs, staff shall present an analysis of the availability of sufficient CSBEs in the various Contracting Participation

Levels to compete for the contracts proposed to be included in the aggregated value of contracts proposed for the Aggregate Set-Aside. As part of such presentation, staff shall advise the Commission of the mechanisms that will be applied to assure an equitable distribution of awards to all qualified CSBEs.

- b. *Selection factor:* A contractor responding to an RFP or RFQ for a prime county construction contract which is not set-aside for competition solely amongst CSBEs shall be entitled to a program incentive of up to ten (10) percent of the total evaluation points for participation in the Worker Training Program or the Mentor-Protege Program. The County Manager shall establish a sliding scale which provides the extent of preference given a contractor hereunder. In no event shall the cumulative effect of the selection factor hereunder, exceed ten (10) percent of the total evaluation points on any one (1) RFP or RFQ.

Any committee formed to evaluate a response to an RFP or RFQ with a CSBE selection factor shall include a voting representative from the Department of Small Business Development.

- c. *Bid preference:* A contractor bidding on a competitively bid prime county construction contract which is not set-aside for competition solely amongst CSBEs shall be entitled to a program incentive of up to two (2) percent of such contractor's bid price (for bid evaluation purposes only) for participation in the Worker Training Program or the Mentor-Protege Program. The County Manager shall establish a sliding scale which provides the extent of preference given a contractor hereunder. In no event shall the cumulative effect of the bid preference hereunder, exceed two (2) percent of such contractor's bid price.
 - d. *Trade set-aside:* The County Commission or Public Health Trust may authorize a trade set-aside as outlined in this section.
 - e. *Subcontractor goals:* The County Commission or Public Health Trust may establish subcontractor goals as outlined in this section.
9. *Advisory board:* There is hereby created a Community Small Business Enterprise Advisory Board or CSBE Advisory Board for the CSBE Program. Board members shall be appointed by the Board of County Commissioners and shall consist of one each of the following:
- 1. One (1) member from the list of recommended appointees submitted by the Allied Minority Contractor's Association, Inc.;
 - 2. One (1) member from the list of recommended appointees submitted by the South Florida Chapter of the Associated General Contractors of America;
 - 3. One (1) member from the list of recommended appointees submitted by the BAC Funding Corporation;
 - 4. One (1) member from the list of recommended appointees submitted by the Construction Association of Florida, Inc.;
 - 5. One (1) member from the list of recommended appointees submitted by the Engineering Contractor's Association of South Florida, Inc.;
 - 6. One (1) member from the list of recommended appointees submitted by the Latin Builders' Association;
 - 7. One (1) member from the list of recommended appointees submitted by the Underground Contractors' Association of South Florida, Inc.;
 - 8. One (1) member from the list of recommended appointees submitted by the Miami-Dade Chamber of Commerce;

9. One (1) member from the list of recommended appointees submitted by the Contractor's Resource Center;
10. One (1) member from the list of recommended appointees submitted by the UPPAC;
11. One (1) member from the list of recommended appointees submitted by the National Association of Black Women in Construction;
12. A representative of the local bonding industry;
13. A representative of the local banking and financial industry;
14. A certified CSBE; and
15. One (1) member from the list of recommended appointees submitted by the CSBE Association.

The terms of each member shall be two years. Members shall serve without compensation.

The Advisory board is created for the purpose of providing general program oversight and assisting Small Business Development in tracking and monitoring the results and effectiveness of the CSBE Program. The Advisory board shall not assume Small Business Development's administrative or other responsibilities. The Advisory board may serve as liaison between program participants and the local business community, recommend additional program incentives, participate in the recruitment of prospective participant's for the CSBE program, and review and report on the program's progress.

Sections 2-11.1(c) and (d) of the Conflict of Interest and Code of Ethics Ordinance of Miami-Dade County are waived for CSBE Advisory Board members for transactions arising from the exercise of those powers given the advisory board by this section.

The County Mayor or designee shall approve the replacement of any of the delineated recommending organizations above, where said organization(s) fails to either (i) provide a list of recommended appointees within thirty (30) days of written notice from Small Business Development, or (ii) continue to operate in Miami-Dade County, or the appointed CSBE Advisory Board member fails to participate in board activities for a period of six (6) months. The current CSBE Advisory Board shall provide the name(s) of a recommended replacement organization(s) to be considered by the County Mayor, by majority vote.

10. *Graduation:* Upon review, any CSBE that exceeds the personal net worth or size limits, based on the firm's three-year average gross revenues, established by this section shall be graduated from the CSBE program upon notification by SBD and may no longer be eligible for participation in the CSBE Program. These firms shall be allowed to complete any currently awarded contract and remain eligible to be awarded contracts as primes or subcontractors for bids submitted prior to notice of graduation. However, the graduated firm will not [be] eligible to receive any new contracts under the CSBE program.
- (4) *Certification requirements:* The County Mayor or designee shall implement eligibility criteria and procedures for entities to be certified as CSBEs based on regulations outlined in this section. Firms exceeding size limits established hereunder and under Appendix A [which can be found in the County Clerk's office attached to Ordinance Number 97-52] are not eligible for contract measures or participation in these programs.
 1. Small Business Development shall maintain an updated list of CSBEs, identifying each listed CSBE based on each Standard Industry Classification (SIC) category or North American Industry Classification System (NAICS) code and each specialty trade the CSBE is certified in, and noting what contracting participation level the firm is classified in.
 2. Small Business Development shall not certify an applicant, shall not recertify a CSBE, and shall decertify a CSBE that fails to comply with the criteria or procedures for obtaining or maintaining certification. Small Business Development shall have authority to suspend the

certification of a CSBE during any appeal of a decertification decision. Firms that have been decertified for non-submittal of documents, may apply for recertification once said documents have been submitted and verified by SBD.

3. Applicants and certified CSBEs must be properly licensed to conduct business in Miami-Dade County, must have a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, must perform a commercially useful function with an actual place of business in Miami-Dade County, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified. In addition, a firm shall not be certified unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to the retention and expansion of employment opportunities and the support and increase to the County's tax base.
 4. The qualifier of the certified CSBE firm must own at least ten (10) percent of the certified firm's issued stock.
 5. The County Mayor or designee shall establish the frequency and administrative procedures for certification renewal by Implementing Order approved by the Board of County Commissioners. Certification must be in effect at the time of bid submittal. Successful bidders must be certified at the time of bid submittal, bid award, and throughout the duration of the contract. With the exception of provisions previously described for graduation from the CSBE program, loss of CSBE certification may lead to removal of the firm from continued participation in the CSBE program. CSBEs experiencing changes in ownership shall notify the County within thirty (30) days of the effective date of such changes.
 6. A business owner, alone or as a member of a group, shall own or control only one (1) CSBE at a time. A business owner, alone or as a member of a group, and any CSBE may not hold more than a ten (10) percent equity ownership in any other CSBE.
 7. Applicants for CSBE certification shall, as part of their application, disclose the information specified in Subsections (d)(1) and (2) of Section 2-8.1 of this Code.
 8. Small Business Development may require applicants and CSBEs to submit information regarding their business operations, including, but not limited to, a breakdown of the applicant's or CSBE's ownership, management, and/or workforce as to race, national origin, gender, and gross annual sales.
- (5) *Enforcement:* Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with this ordinance or its implementing orders may result in the imposition of one (1) or more of the following sanctions:
- i. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
 - ii. Work stoppage;
 - iii. Termination, suspension, or cancellation of the contract in whole or part;
 - iv. In the event a bidder or CSBE attempts to comply with the provisions of this section through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the first tier subcontract for the project on which the bidder or CSBE committed such acts. In addition, and as a further sanction, the County Mayor or Mayor's designee may impose any of the above-stated sanctions on any other contracts or first tier subcontracts the bidder or CSBE has on County projects. In each instance, the bidder or CSBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or CSBE may also be subject to debarment.
 - v. The foregoing notwithstanding, the County Mayor or designee shall include language in all prospective contracts containing a CSBE measure which provides that, in addition to any other

sanction for failure to fulfill the CSBE measure requirements, the contractor's eligibility to receive any future County contracts may be conditioned upon the contractor making up the deficit in CSBE participation in such future contracts by having CSBE(s) perform equal to double the dollar value of the deficiency in the CSBE measure in the prior contract. Contract language shall provide that in order to be eligible for future county contracts, a contractor who fails to meet an established CSBE goal shall submit a CSBE Make-up Plan for the approval of the Director. A Make-up Plan must be submitted as part of any bid or proposal for future contracts as part of the Utilization Plan submitted via the County's web-based system. The Make-up Plan must identify all CSBEs to meet the first tier subcontractor goal and the trade designation of work each firm will perform in satisfaction of a make-up, in addition to any other goals that may be applicable. Failure to submit the required Make-up Plan with the Utilization Plan for any future contracts shall result in the submittal being deemed non-compliant. Any contractor subject to an approved Make-up Plan that fails to comply with any of the material terms of that Make-up Plan, without good cause, shall be subject to an automatic suspension from bidding and/or otherwise participating on County contracts as a prime or subcontractor for a six (6) month period. A contractor that fails to comply with any of the material terms of a second Make-up Plan, without good cause, shall be subject to an automatic suspension from bidding and/or otherwise participating on County contracts as a prime or subcontractor for a one (1) year period. A contractor that fails to comply with any of the material terms of a third Make-up Plan, without good cause, may be subject to debarment and shall automatically be referred to the debarment committee. After serving a debarment for failure to satisfy a make-up plan for no good cause, the subject firm shall be deemed ineligible for bidding on County contracts with measures for one additional year unless the County Mayor or designee determines that an emergency exists justifying such participation, and the Board of County Commissioners approves such decision. The foregoing obligation shall be in addition to any CSBE measure otherwise applicable to the future contract.

Some of the contractual violations that may result in the imposition of the sanctions listed in Subsection (5) above include, but are not limited to, the following:

1. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;
2. A prime contractor not meeting CSBE Program trade set-aside or subcontractor goal requirement;
3. Not obtaining or retaining CSBE certification while performing work designated for CSBE firms.
4. Failure of the prime contractor to report payments to subcontractors via the County's web-based system upon notification of payment by the County, or failure of subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame;
5. Failure to comply with CSBE certification requirements, including not maintaining an actual place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
6. Failure to maintain certification as a CSBE;
7. Deviation from the Utilization Plan without prior approval from SBD;
8. Termination of the CSBE's contract without prior approval from SBD;
9. Reduction of the scope of work of a first tier CSBE subcontract without prior approval from SBD. Reduction of the scope of work of a second, third or fourth tier CSBE subcontract utilized to meet a second, third or fourth tier subcontractor goal without prior approval of SBD;
10. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD;
11. Failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Utilization Plan.

12. Failure to enter into a written second, third or fourth tier subcontract with a CSBE utilized to meet a second, third or fourth tier subcontractor goal.
- (6) *Administrative penalties.* For violation of or noncompliance with this ordinance or its implementing orders, bid, and competitive selection documents, the County Mayor or designee may impose penalties that include, but are not limited to, the following:
1. The loss of eligibility to be certified as a CSBE for a specified period of time, not to exceed three (3) years, for an applicant or a CSBE, its individual officers, its shareholders with significant interests, and its affiliated businesses.
 2. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the non-complying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.
 3. **If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to 20% of the amount thereof; for the second deficit, a penalty in an amount equal to 40% thereof; for the third and successive deficits, a penalty in an amount equal to 60% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section 10-33.02 of the Code of Miami-Dade County.**
 4. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal therefrom, the noncomplying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.
- (7) *Penalties for Utilization Plan violations.* If on three (3) separate occasions, a subcontractor executed a Utilization Plan and subsequently becomes unavailable to perform or complete the work for the prime contractor during the contract period, SBD shall suspend said subcontractor from certification for one (1) year. If SBD suspends the same subcontractor three (3) times due to its failure to perform pursuant to a Utilization Plan as stated above, SBD shall suspend the subcontractor for a minimum of five (5) years, or until such time as the subcontractor can show SBD that it is ready, willing and able to perform if five (5) years has elapsed.
- (8) *Appeals.*
- A. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this ordinance or its implementing order may appeal such action to the County Mayor or designee by submitting a written request to the County Mayor or designee along with a nonrefundable filing fee to be established by implementing order, within 30 days of issuance of the notice. Upon timely receipt of a request for an administrative hearing, the County Mayor or designee shall appoint a hearing officer pursuant to Section 8CC-2 of the Code of Miami-Dade County, Florida, and fix a time for an administrative hearing thereon. Such hearing officers may be paid a fee for their services, but shall not be deemed County officers or employees within the purview of Sections 2-10.2, or 3-11.1, or otherwise.
 - B. Upon completion of the administrative hearing, the hearing officer shall transmit his/her findings of facts, conclusions and recommendations together with a transcript of all evidence taken

before him/her and all exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

- C. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.
- (9) *County responsibilities.* Small Business Development (or other County department designated by the County Mayor or designee) shall:
1. Administer, or provide oversight for, the CSBE program and incentives outlined in this section;
 2. Provide staff assistance to the review committee and the advisory board;
 3. Compile and maintain the data necessary to make the appropriate determinations as to the certification and decertification of CSBEs, and to make recommendations for the application of contract measures to a given contract;
 4. Ensure that an integrated system exists for information gathering, reporting, and statistical analysis including (but not limited to) interfacing with other County financial systems such as FAMIS, Seaport, Aviation, HUD and WASAD to obtain actual amount of work orders authorized to firms versus the project award amount (for prime contractors as well as for subcontractors), and interfacing with the GSA mainframe system to access data on vendors and awards;
 5. Monitor all contracts for which program measures have been applied in terms of contractor and subcontractor compliance with the provisions of this ordinance;
 6. Provide assistance in technical and financial matters including:
 - a. Assistance in increasing the ability of CSBEs to compete effectively on contracts;
 - b. Conduct of seminars on contract management; and
 - c. Assistance in identifying and solving problems on projects;
 7. Review and investigate reports of noncompliance, and make the appropriate recommendations to the County Mayor as to penalties to be invoked;
 8. Prepare an annual report for the Board of County Commissioners on the results of the CSBE Program;
 9. Prepare quarterly reports for the advisory board on the results of the CSBE Program;
 10. SBD shall assign a CSBE coordinator to each county department issuing capital construction contracts whose responsibility shall be to seek out contracting opportunities for CSBEs and serve as liaison between SBD and the department; and
 11. Upon completion of a contract or after final payment on a contract SBD shall review the final reporting of payments to subcontractors and other project documents to include final payments and make a determination as to whether the bidder met the CSBE measure. If the bidder has not met the CSBE measure, SBD will notify the bidder in writing of the deficit and corresponding sanctions for contractual violations.
- (10) Notwithstanding the requirements of this Section, the Mayor or his designee is hereby expressly authorized and directed to establish an expedited process for the creation, review and approval of measures relating to Economic Stimulus Projects subject to Section 2-8.2.7 of this Code. Such process shall be set forth in an administrative order.

(Ord. No. 97-52, § 1, 5-20-97; Ord. No. 97-158, § 1, 9-23-97; Ord. No. 99-31, § 1, 3-18-99; Ord. No. 00-17, § 1, 2-8-00; Ord. No. 01-65, § 1, 3-20-01; Ord. No. 01-116, § 1, 7-10-01; Ord. No. 01-158, § 1, 9-25-01; Ord. No. 02-29, § 1, 2-26-02; Ord. No. 03-121, § 1, 5-6-03; Ord. No. 05-

119, § 1, 7-7-05; Ord. No. 07-16, § 1, 2-6-07; Ord. No. 08-40, § 1, 4-8-08; Ord. No. 08-92, § 3, 7-17-08; Ord. No. 09-41, § 1, 6-2-09; Ord. No. 10-89, § 1, 12-7-10; Ord. No. 11-22, § 1, 5-3-11; Ord. No. 12-05, § 2, 2-7-12; Ord. No. 14-60, § 1, 7-1-14; Ord. No. 14-98, § 3, 10-7-14; Ord. No. 15-29, § 3, 5-5-15; Ord. No. 15-30, § 3, 5-5-15; Ord. No. 16-50, § 1, 5-17-16; Ord. No. 16-83, § 1, 9-7-16; Ord. No. 18-33, § 1, 4-10-18)

Small Business Development Construction Sub-Committee Meeting Minutes November 20, 2019

Start: 9:38am
Stop: 11:02pm

Appointed: 7
Quorum: 4

(E)=Excused (U) =Unexcused

<u>PRESENT</u>	<u>ABSENT</u>
Elsie K. Hamler (Chairperson)	Remy Mackowski (E)
Dorothy Brown-Alfaro	
William Derrer	
Jessie Bernard Houston	
Alejandro Munilla	
Jeovanni R. Tarafa	

County Staff Present:

Laurie Johnson (SBD), Tracie Auguste (SBD), Claudious Thompson (SBD), Michou Jean (SBD).

- I. **Welcome/Introductions** – Sub-Committee Chairperson Elsie K. Hamler called the meeting to order at 9:38am. Board members, staff, and audience introduced themselves.
- II. **Overview of Mission of Task Force**
 - i. Sub-Committee members offered input for the mission of the task force. The objective of the Sub-Committee is to find out the reason why there is a lack success in the African American population. The Sub-Committee was established to analyze why and come up with recommendations on what can be done. They will also dig into the participation aspect – Is there participation? Are the firms bidding and not getting the work, or are the firms not bidding at all?
- III. **Review of Regulations / Ordinances**
 - i. Sub-Committee member William Derrer asked the department if there was a way to find out how much participation and bidding is coming from each sector.
 - ii. Laurie Johnson (SBD) advised that a survey could be sent to all Black certified firms to find out which are actually bidding and, if not, why not. SBD will also review the license type and verify if there opportunities for those firms to bid.
 - iii. Sub-Committee member Dorothy Brown-Alfaro did a public records request and confirmed that there are 21 black females certified as SBE-C's and 87 black male that are certified. For Asians, there are 3 males and 3 females registered as SBE-C.
 - iv. The Board members agreed that the focus of the task force will be African American firms (male and female) and why they have had a lack of success.
- IV. **Suggested Plan of Approach**
 - i. Sub-Committee Chairperson Hamler suggested that the department create a survey with questions that will be sent out to the firms. SBD will prepare the

Small Business Development Construction Sub-Committee Meeting Minutes November 20, 2019

survey questions, send the board the questions via email and the board will schedule another meeting to discuss and vote on the survey.

- ii. The questions for the survey will include: What category is the firm in? How many bids did they participate in last year, and how many bids were they successful in? Why do they feel they have not won any jobs?
- iii. The Sub-Committee proposed a workshop to invite all firms to tell their personal stories. They would be afforded 2-3 minutes each.

V. Review Sessions with Miami-Dade County

- i. After the workshop, the Sub-Committee would schedule a review session with the major County capital departments. Further discussion will be done at a later meeting.

VI. Recommendation for Administrative and Policy Categorizing

- i. Once the survey results come back and the results are summarized, the Sub-Committee will review the results and provide recommendations on moving forward.

VII. Timelines

- i. The sequence of the timeline is as follows:
 - SBD develops the survey and emails it to the board.
 - Sub-Committee meets to approve the survey.
 - Staff sends the survey out to all Black SBE-C firms.
 - Sub-Committee meets to review the results of survey and plan for the workshop.
 - After the workshop, the Sub-Committee meets to discuss workshop and provide recommendations and schedule a meeting with capital departments.

VIII. Reasonable Opportunity for the Public to be heard before County boards

- i. Sam Gilmore (Allied Minority Contractors) – Mr. Gilmore suggested that when coming up with the survey questions, consider the audience and make sure to invite the people answering the questions to the workshop.

IX. Adjournment - Meeting adjourned by Sub-Committee Chairperson Hamler at 11:02 a.m.

**Small Business Enterprise Construction
Advisory Board Meeting Minutes
December 9, 2019
Main Library (Auditorium)**

Start: 1:07pm

Stop: 3:02pm

Appointed: 7

Quorum: 4

(E)=Excused (U)=Unexcused

<u>PRESENT</u>	<u>ABSENT</u>
William Derrer (Chairperson)	
Dorothy Brown-Alfaro	
Elsie K. Hamler	
Jessie Bernard Houston	
Alejandro Munilla	
Remy Mackowski	
Jeovanni R. Tarafa	

County Staff Present

Tracie Auguste (SBD), Lawanda Wright-Robinson (SBD), Laurie Johnson (SBD), Claudious Thompson (SBD), Alecia Anderson (SBD), Carlos Acosta (SBD), Anthony Acosta (SBD), Michou Jean (SBD), Samira Selah (SBD), Dayron Perez (SBD), Roberto Tirado (SBD), Teodoro Carrasco (Jackson Health System).

- I. Welcome/Introductions** – Chairperson William Derrer called the meeting to order at 1:07pm. Board members introduced themselves.
- II. SBD Section Reports**
 - a. SBE – Construction Business Outreach and Education (BOE)**
 - i. The report was presented by Lawanda Wright-Robinson (SBD).
 - ii. Board member Elsie K. Hamler asked questions relating to Prompt Payment.
 - b. SBE- Project Review & Analysis**
 - i. Report was deferred to the next Advisory Board meeting.
 - c. SBE – Construction Utilization Report**
 - i. The report was presented by Tracie Auguste (SBD).
 - ii. Board member Hamler noted that black females had a total of \$0 awards for Construction contracts.
 - d. SBE - Certification Report (Certification)**
 - i. The report was presented by Claudious Thompson (SBD).
 - ii. Board member Jessie Houston asked Mr. Thompson about breaking down the new approved application total by ethnicity and gender.
 - iii. Mr. Thompson advised that the system doesn't allow a breakdown of the new firms by ethnicity or gender and it would have to be done manually.

**Small Business Enterprise Construction
Advisory Board Meeting Minutes
December 9, 2019
Main Library (Auditorium)**

III. Construction Management Reporting

a. Miscellaneous Construction Contract (MCC 8-10)

- i. The report was presented by Carolyn Modeste (MCM).
- ii. Board members asked questions about the contracts and packages percentages. Board member Hamler requested that the percentage be broken down by dollar amount for the next report.

a. Jackson Health System (JHS)/PHT – Job Order Contract Status

- i. The report was presented by Teodoro Carrasco (JHS).
- ii. Chairperson Derrer asked questions about the small business goals.
- iii. Board members asked questions about the ethnicity breakdown percentages. Board member Hamler requested that the percentage be broken down by dollar amount for the next report.

b. Project A- Jackson North Medical Center (OHL Arellano Construction Co.)

- i. The report was presented by Patrick Delatour (OHL).
- ii. Board member Dorothy Brown-Alfaro commended OHL on providing a very detailed breakdown.

c. Project D- JMH Main Floor Modernizations (Skanska USA Building, Inc.)

- i. The report was presented by Hans Clemmensen (Skanska).
- ii. Board member Hamler asked if Skanska will meet the Mentor Protégé goal.
- iii. Mr. Clemmensen advised that they are working to meet the goal before the project end date.
- iv. Chairperson Derrer advised that if they do not meet the goal, to report back to the board on why.

d. Project F- Jackson Rehabilitation Hospital (Turner Construction Company)

- i. The report was presented by Eric Van Hook (Turner).
- ii. Mr. Van Hook advised that he will confirm the paid to date numbers for the Tier 1 and Tier 2 subcontractors and send an update to the board before the next meeting.
- iii. Chairperson Derrer asked if Turner will be able to meet the small business goal.
- iv. Mr. Van Hook advised they are working to find a qualified SBE that can do demo demolishing.

e. Jackson West Medical Center (Yates Construction)

- i. The report was presented by Steve Lopez (Yates Construction).
- ii. Board member Hamler questioned why the percentage of payments made to SBEs are very low. Mr. Lopez advised that they are still pending certified payroll submission and, by the next meeting, the numbers should increase.

f. Jackson South Medical Center (Turner Construction Company)

**Small Business Enterprise Construction
Advisory Board Meeting Minutes
December 9, 2019
Main Library (Auditorium)**

- i. Mr. Preininger was not in attendance to present but advised the board to review the report and provide any questions they have. He will report to the board at the next meeting with the responses.
- ii. Board member Brown-Alfaro requested that Turner verify the total number of percentages because the amount totaling for African American is not adding up.
- iii. Chairperson Derrer requested that Turner verify the Direct Cost Work numbers. He would like them to confirm where the 32.77% come from because the numbers seem to be inaccurate. The Board wanted to know, out of the total number of GMP, how many went to SBEs and provide that percentage.

g. Jackson Diagnostic Treatment Center (DTC) (Turner Construction Company)

- i. The report was presented by Howard Gropper (Turner).
- ii. Board member Hamler commended DTC on having a high percentage of what has been paid to small businesses.

IV. Old Business

a. Disparity Study Discussion

- i. Laurie Johnson (SBD) confirmed that the County Attorney, SBD Director, and the previous Policy and Legislation Management Chief Veronica Clark attended the Construction Advisory Board meeting after the Disparity Study was released, and that the County Attorney David Hope gave a full overview of the report.
- ii. The Board members requested a copy of the letter/ memo that was provided to the Board of County Commissioners regarding the County Attorney's opinion regarding the Disparity Study.
- iii. Ms. Johnson advised that the memo will be provided to the Board prior to the next meeting. She also stated that if the Board has any questions for the County Attorney, they should put them in writing so that SBD can forward the questions to the County Attorney for response.

b. Bonding Taskforce

- i. Board members discussed the previous Bonding Taskforce and the resulting recommendations.. Ms. Johnson advised that the request to have a Bid Bond on a project is at the department's discretion, subject to the approval of SBD for MCC-7040 and 7360 projects.
- ii. Board member Brown-Alfaro requested a report of the projects under 7040 and 7360 where the department was required to include a bid bond for contracts under \$200,000 going back five years. She requested that the report include the department, the dollar amount and how was it determined that a Bid bond was needed for those projects.
- iii. Ms. Johnson advised that the report will be provided at the next Board meeting.

**Small Business Enterprise Construction
Advisory Board Meeting Minutes
December 9, 2019
Main Library (Auditorium)**

c. Sub-Committee Report/ Next Meeting Date

- i. The Board reviewed the Sub-Committee Work Plan for 2020.
- ii. Chairperson Derrer requested that SBD reach out to each board member and confirm a meeting date between January 7-9th, 2020.
- iii. Sub-Committee Chairperson Hamler provided the audience a brief update on the intent of the Sub-Committee Task Force and summarized what took place at the first meeting.
- iv. Ms. Auguste clarified that the Work Plan was just a projection and for planning purposes, as the dates were subject to change.

d. Prompt Payment

- i. No update.

e. Approval of October 21, 2019 Minutes

- i. Board member Houston motioned to approve the minutes. Board Member Remy Mackowski seconded the motion. Approved (7-0).

V. New Business

a. Approval of 2020 Meeting Dates

- i. Board member Mackowski motioned to change the February 17, 2020 meeting date to February 10, 2020. Board Member Houston seconded the motion. Approved (7-0).
- ii. Board member Mackowski motioned to change the December 21, 2020 meeting date to December 14, 2020. Board Member Houston seconded the motion. Approved (7-0).

b. Upcoming 2020 Sunset Review

- i. Michou Jean (SBD) provided the board an overview of the upcoming 2020 Sunset Review process. A copy of the draft 2020 Sunset Review Report was included as part of the agenda package.
- ii. Ms. Auguste advised the Board that the final sunset report would be approved at the next Board meeting.

c. Request for future agenda items

- i. Board member Alejandro Munilla received a letter from the Engineering Contractors Association of South Florida (ECA) regarding the LCPtracker system that Miami-Dade County is currently using. The ECA has concerns because SBD is asking to gather the social security numbers, address and phone numbers from all the individuals on the contract. Mr. Munilla requested that the letter be addressed at the next Board meeting.

**Small Business Enterprise Construction
Advisory Board Meeting Minutes
December 9, 2019
Main Library (Auditorium)**

- ii. Alecia Anderson (SBD) advised that the County Code requires for Responsible Wage and Living Wage contractors to provide the full social security number. Ms. Anderson assured the Board that once the social security number is entered in the system by the firm, neither LCPtracker or the department can see the complete security number.
- iii. Chairperson Derrer recommended that Ms. Anderson (SBD) come to the next Board meeting to discuss the topic of LCPtracker further. Mr. Munilla will forward the letter from ECA to SBD to include it in the next Board meeting agenda packet.
- iv. Board member Brown-Alfaro requested a discussion of the penalties for Responsible Wages and the SBE-Construction code. She recommended that the Code be amended to reduce the 20/40/60 penalty back to 10/20/30. In addition, she wanted to discuss the yearly rates and increases to the wages.
- v. Board member Hamler motioned to add the discussed agenda items, LCPtracker and SBE-Construction and Wage Penalties, on the next meeting agenda. Board member Brown-Alfaro seconded the motion. Approved (7-0).

VI. Reasonable opportunity for the public to be heard before County boards (Sec. 2-11.39.3).

None.

VII. Adjournment - Meeting adjourned by Chairperson Derrer at 3:02 p.m.

New Directives

None.

Status of Directives from Last Meeting

1. Ms. Johnson advised that she will highlight the list of recommendations made in the Disparity Study and provide the status in reference to the implementation at the next meeting. – *Ms. Johnson reported at the 12/9/19 Board meeting that an overview of the Disparity Study was provided previously by the County Attorney and SBD Director. SBD will forward any written questions from Board Members to the County Attorney for response.*

**Small Business Development
Construction Sub-Committee Meeting Minutes
January 14, 2020**

Start: 1:04pm
Stop: 2:37pm

Appointed: 8
Quorum: 5

(E)=Excused (U) =Unexcused

<u>PRESENT</u>	<u>ABSENT</u>
Elsie K. Hamler (Chairperson)	Remy Mackowski (E)
Dorothy Brown-Alfaro	
William Derrer	
Jessie Bernard Houston	
Alejandro Munilla	
Jeovanni R. Tarafa	
Anthony R. Gomez (New Board Member)	

County Staff Present:

Laurie Johnson (SBD), Tracie Auguste (SBD), Michou Jean (SBD), Marielena Bello (SBD).

- I. Welcome/Introductions** – Sub-Committee Chairperson Elsie K. Hamler called the meeting to order at 1:04 p.m. Board members, staff, and audience introduced themselves. One new SBE-Construction Advisory Board Member has been appointed: Anthony R. Gomez (Latin Builders Association).
- II. Review and Approve Survey Questions**
 - i. Board members reviewed each survey question and made edits and suggestions as needed.
 - ii. Board member William Derrer motioned to limit the survey data, from 2017-2019. No second. Motion Failed.
 - iii. Board member Dorothy Brown-Alfaro motioned to limit the survey data to four years, from 2016-2019. No second. Motion Failed.
 - iv. Board member Anthony R. Gomez motioned to limit the survey question time frame to 2018-2019. Board member Derrer seconded the motion. Approved (4-2).
 - v. Board member Brown- Alfaro motioned to have Claudious Thompson (SBD) report the number of Black firms that dropped out of the program in the last five (5) years. Board member Derrer second the motioned. Approved (5-1).
 - vi. Tracie Auguste (SBD) made the requested edits to the questions and reviewed the final version with the board for their approval.
- III. Update the 2020 Work plan and Schedule Next Meeting Date**
 - i. Board member Brown-Alfaro motioned to make the next Construction Sub-Committee Meeting on February 10, 2020 at 12pm, the same day as the SBE-Construction Advisory Board Meeting. Board Member Derrer seconded the motion. Approved (6-0).

**Small Business Development
Construction Sub-Committee Meeting Minutes
January 14, 2020**

- ii. At the next Sub-Committee meeting, the board members will have a discussion about the results of the survey questions.
- iii. Board members agreed to hold the Bidding Experience Workshop on March 11, 2020 from 12:00-2:00pm.
- iv. Board members agreed to schedule a discussion meeting on March 19, 2020 from 1:00pm – 2:30pm. The Sub-Committee and SBD will discuss the workshop stories and make recommendations at this meeting.
- v. The departments will be invited on April 20, 2020 to discuss survey findings and workshop stories at the regularly scheduled board meeting.
- vi. Board members discussed providing lunch for the Bidding Experience Workshop. SBD will review a few options and provide a suggested menu and cost to the board at the next Sub-Committee Meeting scheduled for February 10, 2020.

IV. Open Forum

- i. None

V. Reasonable Opportunity for the Public to be heard before County boards (Sec. 2-11.39.3).

- i. None.

VI. Adjournment - Meeting adjourned by Sub-Committee Chairperson Hamler at 2:37 p.m.

MINUTES ARE IN SUMMARY FORM

COPIES OF RECORDINGS OF THIS MEETING ARE AVAILABLE FROM
SMALL BUSINESS DEVELOPMENT AT 305-375-3111

Memorandum



Date:

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Sunset Review of County Boards for 2020 – Small Business Enterprise (SBE)
Construction Services Advisory Board

In accordance with the provisions of Section 2-11.40 of the Code of Miami-Dade County, I am transmitting the 2020 Sunset Review of County Board, Report for the Small Business Enterprise (SBE) Construction Services Advisory Board.

The SBE Construction Services Advisory Board approved the attached report at its **February 10, 2020** meeting and has recommended the continuation of the board.

Edward Marquez
Deputy Mayor

Memorandum



Date: February 10, 2020

To: Carlos A. Gimenez
Mayor

From: William Rick Derrer
Chairperson, Small Business Enterprise Construction Services Advisory Board

Subject: Sunset Review of County Boards for 2020 – Small Business Enterprise (SBE)
Construction Services Advisory Board

Pursuant to Section 2-11.40 of the Code of Miami-Dade County, I am submitting the 2020 Sunset Review of County Boards Report for the Small Business Enterprise (SBE) Construction Services Advisory Board for transmittal to the Board of County Commissioners (BCC). The Advisory Board approved the attached report at its **February 10, 2020** meeting.

It is recommended that the BCC approve the continuation of the SBE Construction Services Advisory Board.

BACKGROUND

The SBE Advisory Board for Construction Services was created on May 20, 1997 for the purpose of providing general program oversight and assisting Small Business Development (SBD), a Division of the Internal Services Department (ISD), in tracking and monitoring the results and effectiveness of the Small Business Enterprise (SBE) Construction Services Program. The Advisory Board should continue to function as part of the SBE Construction Services Program to ensure continued success and maximize the benefits to small construction businesses seeking contracts with Miami-Dade County. The Advisory Board provides guidance to the BCC and recommendations to SBD staff to ensure that the SBE Construction Services Program goals are met.

William Rick Derrer
Chairperson

**SUNSET REVIEW QUESTIONNAIRE
MIAMI-DADE COUNTY BOARDS
SMALL BUSINESS ENTERPRISE CONSTRUCTION SERVICES ADVISORY BOARD
2020**

I. GENERAL INFORMATION

1. Name of Board reporting: **Small Business Enterprise (SBE) Construction Services Advisory Board**
2. Indicate number of board members, terms of office, and number of vacancies:
Number of Board Members: **There are nine (9) Advisory Board members**
Terms of Office: **Term of office is two (2) years**
Number of Vacancies: **There are eight (6) vacancies**
3. Identify number of meetings and members' attendance (Attach records reflecting activity from **(Jan. 1, 2018 through December 31, 2019)**)
Number of Meetings: **12**
Number of Meetings with a Quorum: **12**
Attendance Records: **See Attachment 1 and Attachment 2**
4. What is the source of your funding? **General funds through the budget of the Small Business Development Division of the Internal Services Department.**
5. Date of Board Creation: **May 20, 1997**
6. Attach a copy of the ordinance creating the Board (Please include all subsequent amendments). **See Attachment 3**
7. Include the Board's Mission Statement or state its purpose:
The Small Business Enterprise Construction Services Advisory Board for Construction Services was created for the purpose of reviewing the Small Business Enterprise (SBE) Construction Services Program activities and results, and for making recommendations to Small Business Development (SBD) a division of the Internal Services Department (ISD) and the Board of County Commissioners (BCC) on matters pertaining to the SBE Construction Services Program. This Advisory Board's mission is to enhance the Program, increase small business participation on construction contracts and as a result ensure viable and sustained growth. The Advisory Board promotes innovative technology and fair business practices for all Small Business Enterprise firms. The Advisory Board also encourages a commitment from all certified firms to provide excellent service and competitiveness in conjunction with meeting the needs of county departments that utilize their services.
8. Attach the Board's standard operating procedures, if any. **N/A**
9. Attach a copy of the Board's By-Laws, if any. **N/A**
10. Attach a copy of the Board minutes approving the Sunset Review Questionnaire, including a vote of the membership. **See Attachment 4**

II. EVALUATION CRITERIA

1. Is the Board serving the purpose for which it was created? (Please provide detailed information) **Yes, the Advisory Board is serving an important purpose in overseeing the SBE Construction Services Program. Since implementation, this Board has provided assistance and recommendations to SBD to increase benefits to small construction businesses seeking contracts with Miami-Dade County. The Advisory Board provides guidance to the BCC and recommendations to SBD staff to ensure that the Program goals are applied and met. In summary, the Advisory Board is serving the purpose for which it was created.**
2. Is the Board serving current community needs? (Please provide detailed information) **The Advisory Board is serving the community needs by acting as an advocate for the small business community participating or desiring to participate on County construction contracts.**
3. What are the Board's major accomplishments?
 - a. Last 24 months. **The Advisory Board monitored and reviewed the SBE participation in Construction contracts, especially contracts valued greater than \$25 million. It has reviewed and addressed concerns from the SBE Construction Services community on various issues. The Advisory Board also collaborated with SBD regarding the MCC 7040 Program and Section 10-33.02 of the Miami-Dade County Code to increase SBE participation. It also created a Sub-committee to analyze disparities in contract awards.**
 - b. Since established. **This Board has overseen a number of enhancements to the Program, including amending the Code to increase the size standards to increase SBE participation, updates to the Program that serve to encourage private sector utilization of SBEs on major Seaport, Water and Sewer, Airport and Jackson Memorial Hospital projects. Guidance has been provided in the Certification process, as well the Mentor-Protégé and Bonding and Financial Assistance Programs.**
4. Is there any other board, either public or private, which would better serve the function of this board? **No, there are no other boards that would better serve the function of this board.**
5. Should the ordinance creating the Board be amended to better enable the Board to serve the purpose for which it was created? (If "Yes", attach proposed changes) **No**
6. Should the Board's membership requirements be modified? **No**
7. What is the operating cost of the Board, both direct and indirect? (Report on FY 2016 and FY 2017) **Small Business Development staff - See Attachment 5**

**SUNSET REVIEW QUESTIONNAIRE
MIAMI-DADE COUNTY BOARDS
SMALL BUSINESS ENTERPRISE CONSTRUCTION SERVICES ADVISORY BOARD
2020**

8. Describe the Board's performance measures developed to determine its own effectiveness in achieving its stated goals. **This Board's performance measures are to ensure that a minimum of 10% of dollars spent on construction projects are awarded to SBEs and is met as dictated by Section 10-33.02 of the Code of Miami-Dade County. Accordingly, every two months, the Board reviews the summary of all projects awarded by the County, the dollar amount of the awards and the corresponding dollars set aside for SBE participation. Total dollars awarded to SBEs for Construction projects are \$225,907,405 for FY17-18 and \$181,599,395 for FY18-19. Both amounts far exceed the County's 10% minimum objective (28.9% and 29.9%, respectively).**

Advisory Board SBE-CONSTRUCTION 2018							
Appointing Association	NAME	2/20/2018	4/16/2018	6/18/2018	8/20/2018	10/15/2018	12/10/2018
Quorum		YES	YES	YES	YES	YES	YES
South Florida Chapter of the Associated General Contractors of America	William R. Derrer (Chairperson)	√	√	√	√	√	√
Engineering Contractor's Association of South Florida	Robert Baer	√	UNEXCUSED	√	√	√	UNEXCUSED
Miami-Dade Chamber of Commerce	Courtney Cunningham*	√	UNEXCUSED	UNEXCUSED	√		
National Association of Black Women in Construction	Shirley Everett	√	√	√	√	√	√
BAC Funding Corporation	Jessie Bernard Houston	√	√	EXCUSED	√	EXCUSED	√
CSBE Association, Inc. - Organization	Dorothy Brown-Alfaro	√	√	√	√	√	√
Certified CSBE - District 5 Commissioner	Virgina Mirabal	√	√	EXCUSED	√		
Latin Builders Association	Alexis Gonzalez	EXCUSED	√	√	√	√	EXCUSED
Underground Contractors' Association of South Florida, Inc.	Kenneth Baer	EXCUSED	EXCUSED	EXCUSED	UNEXCUSED	UNEXCUSED	UNEXCUSED
Contractor's Resource Center	Linda Forrest *	√					
Allied Minority Contractors' Association, Inc.	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT
Construction Association of Florida, Inc.	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT
Local Bonding Authority	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT

*Resigned - Replacement approved

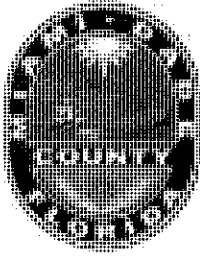
Not on Advisory Board (Not Yet Appointed, Resigned or Removed)

Advisory Board SBE-CONSTRUCTION 2019

Appointing Association	NAME	2/11/2019	NAME	4/8/2019	6/17/2019	NAME	8/19/2019	10/21/2019	12/9/2019
Quorum		YES		YES	YES		YES	YES	
South Florida Chapter of the Associated General Contractors of America	William R. Derrer (Chairperson)	√	William R. Derrer (Chairperson)	√	√	William R. Derrer	EXCUSED	√	
Engineering Contractor's Association of South Florida	Robert Baer*	UNEXCUSED	Robert Baer	UNEXCUSED		Alejandro Munilla	√	√	
National Association of Black Women in Construction	Shirley Everett	√	Shirley Everett	√					
BAC Funding Corporation	Jessie Bernard Houston	EXCUSED	Jessie Bernard Houston	√	EXCUSED	Jessie Bernard Houston	√	√	
CSBE Association, Inc. - Organization	Dorothy Brown-Alfaro	√	Dorothy Brown-Alfaro	√	√	Dorothy Brown-Alfaro	√	√	
Latin Builders Association	Alexis Gonzalez*	EXCUSED	Alexis Gonzalez	EXCUSED					
Underground Contractors' Association of South Florida, Inc.	Kenneth Baer	√	Kenneth Baer	EXCUSED	EXCUSED	Kenneth Baer	UNEXCUSED		
Contractor's Resource Center	VACANT	VACANT	Elsie K. Hamler	√	√	Elsie K. Hamler	√	√	
Certified CSBE	VACANT	VACANT	Jeovann R. Tarafa	√	√	Jeovann R. Tarafa	√	EXCUSED	
Construction Association of Florida, Inc.	VACANT	VACANT	Remy Mackowski	√	EXCUSED	Remy Mackowski	√	EXCUSED	
Miami-Dade Chamber of Commerce	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT
Allied Minority Contractors' Association, Inc.	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT
Local Bonding Authority	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT	VACANT

*Resigned – Replacement approved

 Not on Advisory Board (Not Yet Appointed, Resigned or Removed)



Miami-Dade Legislative Item

File Number: 971886

File Number: 971886 **File Type:** Ordinance **Status:** Adopted
Version: 0 **Reference:** O-97-52 **Control:** County Commission
File Name: COMMUNITY SMALL BUSINESS ENTERPRISE (CSBE) **Introduced:** 5/22/1997
Requester: NONE **Cost:** **Final Action:** 5/20/1997
Agenda Date: 5/20/1997 **Agenda Item Number:** 4D

Notes: FINAL
VERSION
AS
ADOPTED
(See
971377)

Title: ORDINANCE CREATING COMMUNITY SMALL BUSINESS ENTERPRISE ('CSBE') PROGRAM APPLICABLE TO COUNTY AND PUBLIC HEALTH TRUST CONSTRUCTION CONTRACTS; PROVIDING DEFINITIONS; PROVIDING FOR USE OF CONTRACT MEASURES, INCLUDING PROGRAM INCENTIVES; PROVIDING PENALTIES; AMENDING SECTION 2-8.1 OF THE DADE COUNTY CODE TO AUTHORIZE COUNTY MANAGER TO DETERMINE WHETHER TO UTILIZE REQUESTS FOR PROPOSALS AND REQUESTS FOR QUALIFICATIONS AS ALTERNATIVE METHODS FOR SELECTION OF CONTRACTORS TO PERFORM PUBLIC IMPROVEMENTS INVOLVING EXPENDITURES OF \$500,000 OR LESS AND TO REQUIRE REVIEW OF PROJECTS PRIOR TO ADVERTISEMENT TO DETERMINE WHETHER BREAK UP INTO SMALLER SIZE CONTRACTS WILL INCREASE OPPORTUNITIES FOR CSBE PARTICIPATION; AMENDING SECTION 2-8.5 OF THE DADE COUNTY CODE TO PROVIDE LOCAL PREFERENCE SHALL NOT BE AVAILABLE ON CERTAIN CONTRACTS; AMENDING SECTION 10-38 OF THE DADE COUNTY CODE TO PROVIDE FOR DEBARMENT FOR VIOLATION OF CSBE PROGRAM; CREATING ADVISORY BOARD FOR OVERSIGHT OF CSBE PROGRAM, INCLUDING CONFLICT OF INTEREST WAIVER; AND PROVIDING SEVERABILITY, INCLUSION IN CODE AND EFFECTIVE DATE

Indexes: COMMUNITY SMALL BUSINESS
ENTERPRISE(CSBE)

Sponsors: Betty T. Ferguson, Prime
Sponsor

Sunset Provision: No

Effective Date:

Expiration Date:

Registered Lobbyist: None Listed

Legislative History

Acting Body	Date	Agenda Item	Action	Sent To	Due Date	Returned	Pass/Fail
County Attorney	5/22/1997		Assigned	R. A. Cuevas, Jr.		5/22/1997	
Board of County Commissioners	5/20/1997	4D AMENDED	Adopted as amended				P
<p>REPORT: There being no objection, the Board considered Agenda Item 4(D), 4(T) and 7(A)4 together inasmuch as they were related. Chairperson Margolis expressed concern with the foregoing proposed ordinance as related to private contractors. She explained that although she felt the language was excellent as related to the public contracts, she felt the private contractors should be excluded from the provisions of this ordinance. Commissioner Moss noted on the contrary, the public sector was already required to adhere to anti-discrimination laws. He contended that steps must be taken to address the lack of diversity that mainly existed in the private sector where the major construction contracts for rises, shopping centers, etc. were predominately controlled by a small group of private contractors who were not required to adhere to anti-discriminatory laws. With regard to Agenda Item 4(D) & 4(T) Supplement, regarding fiscal impact statement on the ordinances creating the CSBE Program, Commissioner Ferguson noted the language contained within the second paragraph, page one of this ordinance provided that "The CSBE Ordinance presents a pro forma budget requirement between \$12 million and \$18 million depending on certain percentage assumptions regarding the size of the CSBE program as it relates to the County's overall annual capital budget". She asked that this figure be amended to provide for a pro forma budget requirement of \$12.5 million, and that funding be appropriated on an as need basis in subsequent years. Mr. Fraizer suggested that the language be worded to state "an amount not less than \$12.5 million, but that sufficient funding be provided." County Manger Vidal concurred and clarified that as proposed, there would be a minimum participation of \$12.5 million and that the funds would be increased as the program expanded. He noted, however, that this matter would be remanded to this Commission if at any time funds for this program were insufficient. Commissioner Ferguson referred to the language contained within paragraph one on page two, Definition [page 5(n)]: which provided that "CSBE Objective means the objective of assuring that not less than 10% nor more than 15% of the County's total annual expenditures..." She asked that this language be amended to state "no more than 10%", and to delete "no more that 15%. County Manager Vidal indicated that the numbers would be adjusted in accordance with the \$12.5 million. Commissioner Ferguson advised that her request was to amend this language to delete "no more than 15%", thereby eliminating the ceiling. Following further discussion, Mr. Fraizer noted he supported this proposed amended, with a proviso that the percentage be adjusted annually pursuant to the committee's recommendation. With regard to the third paragraph on page two of Agenda Item 7 (A)4, entitled Proposed Changes to CSBE Ordinance, County Manager Vidal noted he was proposing to amend [page 8(p)] re the definition of handicapping, to eliminate the handicap of 2% per level crossed when a firm pre-qualified in one bonding capacity level bids on a contract in a lower bonding capacity level. He noted this proposed amendment was necessary to prohibit a firm pre-qualified in one bonding capacity from bidding on a contract in a lower bonding capacity level. Following discussion, Commissioner Ferguson and Mr. Fraizer indicated they had no objection to the County Manager's proposed amendment. In connection with Agenda Item 7(A)4, entitled Proposed Changes to CSBE Ordinance, relating to Prompt Payment Provisions, Commissioner Ferguson noted the County Manager recommended a time limit of no more than two (2) business weeks in which a County Department must process an invoice for payment; three (3) business days for the Finance Department to make payment; and two (2) business days for the prime contractor to make payment to subcontractors for non-disputed invoices. She asked that the existing language in the ordinance be maintained. Following a lengthy discussion regarding the foregoing, Commissioner Burke suggested this item be deferred to Thursday to allow ample opportunity to resolve issues of concern. Assistant County Attorney Robert Cuevas clarified for the record that as proposed, upon receipt of the bill from the prime, the County had 14 days to review it and issue a check to the prime, provided the bill</p>							

was not under dispute; upon receipt of payment from the County, the prime must pay the subcontractor two business days; and that in no event shall the entire time frame exceed thirty (30) days from the day the subcontractor submits the bill to the prime. Upon further discussion, County Manager Vidal concurred that the existing language would be sufficient as previously proposed by Commissioner Ferguson, provided that copies of invoices from the subcontractors and all other supporting documents were forwarded by the prime along with their invoices to the County. Mr. Cuevas noted and Mr. Fraizer concurred that only those invoices from subcontractors that had been reviewed and approved by the prime would be forwarded to the County for payment. Commissioner Ferguson noted subcontractor must be notified by the prime within seven days of any invoice under dispute. Chairperson Margolis concurred with Commissioner Burke that this matter should have been deferred. She expressed concern that an ordinance of this magnitude should not be developed on diaz, but that the major issues should be discussed, debated and resolved at the committee level. County Manager Vidal explained that the ordinance before the Board today was prepared by the County Attorney and that in his final review of this ordinance, he had some concerns which were expressed in Agenda Item 7A4, the memorandum entitled as Proposed Changes to the CSBE Ordinance Agenda Item 4(d). He noted prior to preparing this memorandum, he and his staff had met with Commissioner Ferguson and her staff and discussed these issues. However, due to time constraints, he did not have an opportunity to discuss these changes with the County Attorney and he apologize to Mr. Cuevas, whom he noted had not had sufficient time to review his memorandum. Commissioner Ferguson apologized to her colleagues, but urged their indulgence in working through the County Manager's proposed changes, particularly considering the existing moratorium on construction. Proceeding, Commissioner Ferguson referred the language in the County Manager's memorandum relating to the Bonding and Financial Assistance Program, Commissioner Ferguson that the references to "start-up capital" be deleted, and that this language be worded to state an intent to provide "mobilization capital". County Manager Vidal and Mr. Fraizer noted the foregoing proposed amendment was acceptable. In connection with the County Manager's memorandum, and his recommendation that all references to the Department of Business Development be changed to read County Manger or his or her designee, Commissioner Ferguson asked and County Manager Vidal and Mr. Fraizer concurred that the existing language contained within the ordinance be maintained. Upon concluding the foregoing, the Board resumed consideration of the County Manager recommendation relating to the Prompt Payment Provision. Assistant County Attorney Cuevas advised that appropriate language would be prepared to provide that in no event shall the entire time frame exceed thirty (30) days from the day the subcontractor invoiced the prime. Following further discussion, Mr. Cuevas asked that the proposed amendment remain as is, pending the development of an Administrative Order implementing the ordinance, which he noted would be forwarded for committee review prior to being forwarded to the Board. It was moved by Commissioner Ferguson that Agenda Item 4D be adopted as amended. This motion was seconded by Commissioner Burke. Ms. Marsha Jackman, Department of Business Development, responded to questions from Commissioners Carey and Sorenson regarding the method to be used to inform small businesses and other participants regarding this program. She noted assuming this ordinance was adopted today, it would be the responsibility of the Department of Business Development in conjunction with the task force, to advertise and promote this program and to develop an expedited certification process. Mr. Steve Spratt, Director, Office of Management and Budget responded to Commissioner Morales' question regarding the language contained on page 76 of the ordinance relating to the administrative cost of this program. Ms. Jackman explained that the additional cost would be used to fund the management, technical, financial components of the bonding and the mentor prot,g, programs; which she noted were not a part of the old program. Mr. Spratt concurred and noted staff had estimated that an additional \$900,000,00 and 14 staff persons would be needed to monitor this program, and that it was anticipated that additional revenues would be generated from certification revenue and contract review fees assessed on capital projects for this purpose. Mr. Spratt noted funding had not yet been identified for systems development and reprogramming which would be required to monitor this activity, but efforts would be made to identify funding prior to the upcoming budget updates. In response to Commissioner Morales' question, Mr. Spratt noted the \$6 million for bonding guarantee funds were reflected in this year's proposed budget, and although funding for additional staffing for DBE was not reflected, a funding source had been identified and would be reflected in the budget update to be submitted in July. Mr. Spratt noted with the exception of the funding for systems development and reprogramming,

general fund revenues would not be used to fund this program. Assistant County Attorney Robert Cuevas asked that a scrivener's error existing on Page 9 of this proposed ordinance relating to the definition of qualifier and that the word "validity" should be changed to "certificate of eligibility". Also, the effective date needed to be inserted on Section 5 - page 30 of the foregoing proposed ordinance. Ms. Jackman responded at Commissioner Ferguson's request. She suggested that the date inserted should be after the moratorium was lifted, which would not end until around June 15, 1997. In connection with Agenda Item 4T, Commissioner Sorenson proposed that the sanctions and disbarment provisions contained within this item also be included in Agenda Item 4D in the event the bidder or CSBE attempted to comply with the provisions of this ordinance through fraud, misrepresentation or material misstatement. she also asked that the word "discrimination" be added. Mr. Cuevas indicated he had no objection to the foregoing proposed amendment. Ms. Jackman responded to Commissioner Moss' question regarding the method to be used to document and monitor the success of this program. County Manager Vidal clarified that the ordinance would become effective June 15th, however, there was a potential for a 30-day gap until July 15th, which would provide more than sufficient time for all contracts to be reviewed in accordance with the ordinance. There being no further discussion, the Board voted on the foregoing motion, and upon being put to a vote, passed unanimously by those members present. In connection with Agenda Item 4T, Chairperson Margolis suggested the foregoing proposed ordinance be deferred and remanded to the Economic Development and Human Services Committee for further review, particularly with regard to private-owned businesses. Commissioner Ferguson noted although she had no objection a deferral, she felt that any concern regarding this ordinance should be voiced by members of the Board today. Pursuant to the foregoing, Commissioner Sorenson asked that the criteria for qualifying and training hearing officers as well as the provisions for sexual harassment be established by the committee and incorporated into the ordinance. She also asked that the word "sex" as contained within the ordinance be changed to "gender". Chairperson Margolis noted any additional issues or concerns would be submitted to Commissioner Ferguson in writing. She suggested the provisions of the ordinance be limited to government contracts, noting her concern that the government did not have the authority to control private-owned businesses and that as proposed, this ordinance could potentially result in litigation against the County. It was moved by Chairperson Margolis that the proposed foregoing ordinance be deferred and referred to the Economic Development and Human Services Committee for review, and forwarded for consideration by the Board at the June 3, 1997 Regular Meeting. This motion was seconded by Commissioner Ferguson, and upon being put to a vote, passed unanimously by those members present.

Legislative Text

TITLE

ORDINANCE CREATING COMMUNITY SMALL BUSINESS ENTERPRISE ('CSBE') PROGRAM APPLICABLE TO COUNTY AND PUBLIC HEALTH TRUST CONSTRUCTION CONTRACTS; PROVIDING DEFINITIONS; PROVIDING FOR USE OF CONTRACT MEASURES, INCLUDING PROGRAM INCENTIVES; PROVIDING PENALTIES; AMENDING SECTION 2-8.1 OF THE DADE COUNTY CODE TO AUTHORIZE COUNTY MANAGER TO DETERMINE WHETHER TO UTILIZE REQUESTS FOR PROPOSALS AND REQUESTS FOR QUALIFICATIONS AS ALTERNATIVE METHODS FOR SELECTION OF CONTRACTORS TO PERFORM PUBLIC IMPROVEMENTS INVOLVING EXPENDITURES OF \$500,000 OR LESS AND TO REQUIRE REVIEW OF PROJECTS PRIOR TO ADVERTISEMENT TO DETERMINE WHETHER BREAK UP INTO SMALLER SIZE CONTRACTS WILL INCREASE OPPORTUNITIES FOR CSBE PARTICIPATION; AMENDING SECTION 2-8.5 OF THE DADE COUNTY CODE TO PROVIDE LOCAL PREFERENCE SHALL NOT BE AVAILABLE ON CERTAIN CONTRACTS; AMENDING SECTION 10-38 OF THE DADE COUNTY CODE TO PROVIDE FOR DEBARMENT FOR VIOLATION OF CSBE PROGRAM; CREATING ADVISORY BOARD FOR OVERSIGHT OF CSBE PROGRAM, INCLUDING CONFLICT OF INTEREST WAIVER; AND PROVIDING

SEVERABILITY, INCLUSION IN CODE AND EFFECTIVE DATE

BODY

WHEREAS, data from the President's 1995 Report on the State of Small Business as well as data from the Small Business Administration's 1995 Small Business Profile for the State of Florida indicate that small businesses contribute greatly to employment, with 53% of all workers being employed by small firms (53% on a national basis; 55% for the State of Florida). In addition, small-business-dominated industries added jobs to the economy at a rate more than 1.3 times the national rate. The President's Report also indicates that governmental procurement greatly influences a firm's chances of survival - the dissolution rate of small Federal contractors was about half the rate of similar firms in the economy, and employment growth was also substantially higher in the firms that had government contracts; and WHEREAS, a program which affords opportunities to small businesses to participate in the County's construction of public improvements would foster growth in the economy of Metro-Dade County, by affording small businesses a chance to gain the experience, knowledge and resources necessary to compete and survive, both in the government construction contracting arena as well as in the private construction contracting arena; and

WHEREAS, at the request of the County, a Committee comprised of representatives of all segments of the local construction industry has developed the following Community Small Business Enterprise Program to afford small construction businesses the opportunity to gain experience, knowledge and resources by participating in County and Public Health Trust construction contracting; and

WHEREAS, the Committee recommends adoption of the Program on the condition that this Commission appropriates not less than \$12 and « million to implement the Program's first year of operation in accordance with the budget attached hereto as Attachment 6, to be adjusted in future years as needed,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA:

Section 1. Article II (Bidding on Public Projects) of Chapter 10 of the Code of Metropolitan Dade County, Florida, is hereby amended to add the following as new Section 10-33.02, entitled Community Small Business Enterprise Program:

(1) Title. This Section shall be referred to as the Metropolitan Dade County Community Small Business Enterprise ("CSBE") Program.

(2) Definitions. The following definitions shall apply in this section:

(a) Advisory Board means the Community Small Business Enterprise Board created for the purpose of reviewing Program activities and results, and for making recommendations to the Department of Business Development (DBD) and the Board of County Commissioners (BCC) on matters pertaining to the Program.

(b) Available or availability means to have, prior to bid submission, the ability to provide construction services under a contract or first tier subcontract by having:

1. reasonably estimated, uncommitted capacity and expertise;
2. all licenses, permits, registrations and certifications;
3. the ability to obtain bonding that is reasonably required to perform the contract or first tier subcontract consistent with normal industry practice; and
4. the ability to otherwise meet bid specifications.

(c) Bid means a quotation, proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letters of interest or offer to perform the contract.

(d) Bid preference means an amount deducted (for evaluation purposes only) from the total bid price in order to calculate the bid price to be used to evaluate the bid on a competitively bid prime county construction contract, which is not set-aside for bidding solely by CSBEs.

(e) Bidder means any person, partnership, corporation or other business entity that submits a bid.

(f) Bonding Assistance may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.

(g) Business day means a regular week day (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Metro-Dade County governments.

(h) Calendar day means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.

(i) Commercially useful function means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include:

1. the evaluation of the amount of work subcontracted;
2. normal industry practices;
3. the skills, qualifications, or expertise of the enterprise to perform the work;
4. whether the business' own personnel perform, manage, and/or supervise the work involved; and
5. other relevant factors.

(j) Community Small Business Enterprise (CSBE) means a construction related enterprise, including a design-build firm, which has an actual place of business in Dade County and whose average annual gross revenues for the last three (3) years do not exceed: \$2,000,000 for SIC 15 - Building Construction, General Contractors and Operative Builders; \$2,000,000 for SIC 16 - Heavy Construction, other than Building Construction; or, \$1,000,000 for SIC 17 - Specialty Trade Contractors. CSBEs shall be categorized by the predominant type of construction they perform in accordance with the two-digit Standard Industrial Classification (SIC) code of the Census applicable to such type of construction. A CSBE will graduate out of the Program once it has exceeded these Size Limits based on its three year average annual gross revenues.

CSBEs must be certified by SIC code, and classified into one of the three Contracting Participation Levels by the firm's bonding capacity. The lack of bonding capacity shall not preclude an applicant from being certified as a CSBE. As part of the certification process, CSBEs must go through a prequalification process which will be used to determine which of the three Contracting Participation

Levels the CSBE will be placed in based on the firm's bonding capacity; the prequalification process will utilize the current AIA Document A305 Contractor's Qualification Statement or equivalent (see Attachment 3). The levels of bonding capacity are as follows:

1. Level I - bonding capacity of up to \$500,000 per contract:
2. Level II - bonding capacity above \$500,000 but not exceeding \$1,000,000 per contract; or
3. Level III - bonding capacity above \$1,000,000 but not exceeding \$3,000,000 per contract.

A firm's eligibility to participate in the CSBE program and the contracting participation level at which it will participate shall be determined based on the cumulative gross revenues and bonding capacities of the applicant firm in combination with that of all of the firm's affiliates as provided in Appendix A. No firm shall be certified as a CSBE where the aggregate net worth of all its owners is more than seven hundred fifty thousand dollars. Representations as to gross revenues and net worth of owners shall be subject to audit.

(k) Construction means the building, maintaining, painting, altering, or repairing of a public improvement.

(l) Contract means an agreement proposed by the County or Public Health Trust staff, or approved by the County Commission or Public Health Trust for construction.

(m) Contracting Participation Level refers to the level in which a CSBE firm is classified based on the combined bonding capacity of the applicant firm and that of all the firm's affiliates. A CSBE's level of bonding capacity shall be determined by utilizing the American Institute of Architect's (AIA) Document A305 Contractor's Qualification Statement or its equivalent. In addition, construction contracts of \$3,000,000 or less (which may be reserved for limited competition amongst CSBEs) will be classified into one of the three Contracting Participation Levels based on estimated project cost. The three contracting participation levels are:

1. Level \$0-\$500,000
2. Level II \$500,001-\$1,000,000
3. Level III. \$1,000,001-\$3,000,000

Prime contracts with estimated project construction cost in excess of \$3,000,000 shall be "open market" contracts which all firms can bid on.

(n) CSBE Objective means the objective of assuring that not less than 10% of the County's total annual expenditures for construction are expended with CSBEs. The foregoing CSBE objective may be increased by subsequent resolution of the Board of County Commissioners, adopted after recommendation for an increase by the Advisory Board. Forty percent (40%) of the foregoing objective may be accomplished in contracts falling within Standard Industrial Classification (SIC) code 15 and first tier subcontracts under such contracts; forty percent (40%) of the foregoing objective may be accomplished in contracts falling within SIC 16 and first tier subcontracts under such contracts; and twenty percent (20%) of the foregoing objective may be accomplished in prime contracts falling within SIC 17. The percentage of the overall CSBE objective allocated to each SIC category may be adjusted by resolution of the Board of County Commissioners in direct correlation to CSBE availability.

(o) Graduation means the CSBE has exceeded the specific size limits stated for the Program, based on the firm's three year average annual gross revenues, and will no longer be eligible for participation in the Program.

(p) Joint venture means an association of two or more CSBEs. Joint ventures shall be subject to the size limitations set forth in this ordinance; such size limitations include affiliates as set forth in Appendix A of this ordinance.

(q) Management & Technical Assistance (MTA) means a program designed to provide direct and indirect assistance for small business enterprise development. Specific details of the program are shown in Attachment 3.

(r) Mentor-Prot,g, Program is a program whose purpose is to build effective working relationships between leaders of mature established companies and emerging small business enterprises in order for the latter to benefit from the knowledge and experience of the established Mentor firms. A copy of the Metro-Dade County Mentor-Prot,g, Program is provided as Attachment 1.

(s) Prequalification is defined as provided elsewhere in this ordinance.

(t) Program Incentive is an incentive that a firm can choose to use in a bid or proposal based on the firm's participation in certain programs. The incentive consists of either a bid preference or selection factor that will be used in evaluating the firm's bid on a specific project. The Program Incentives available are as follows:

1. For participation in the Mentor-Prot,g, Program - 2% of bid price or up to 10% of the total evaluation points;

2. For participation in the Worker Training Program - 2% of the bid price or up to 10% of the total evaluation points.

(u) Qualifier means the individual who has qualified a contractor for its current, valid certificate of competency or eligibility as required by subsection (a) of Section 10-3 of this Code.

(v) Review Committee - the County Manager shall establish an administrative procedure for the review of each proposed County contract to which this ordinance applies, including the establishment of a committee to recommend whether CSBE measures provided in this ordinance should be applied.

(w) Selection factor means a percentage of total evaluation points added to the points scored by a proposer responding to an RFP or RFQ for a prime County construction contract which is not set-aside for competition solely amongst CSBEs.

(x) Services means construction, maintenance, painting, alteration or repair of a public improvement or any performance of work offered for public consumption that does not consist primarily of goods.

(y) Set-aside means reservation for competition solely among CSBEs of a given prime County contract whose estimated cost is \$3,000,000 or less.

(z) SIC (Standard Industrial Classification) code is a code that was developed by the Federal Office of Management and Budget for use in the classification of establishments by type of activity in which they are engaged.

(aa) Subcontractor goal means a proportion of a prime contract value stated as a percentage to be subcontracted at the first tier level to CSBEs to perform a commercially useful function.

(ab) Trade Set-aside means that an entire Specialty Trade component(s) of a County miscellaneous construction contract is reserved for first tier subcontracting amongst certified CSBEs (for example, the entire plumbing or roofing or electrical component of a specific contract is reserved for limited competition amongst certified CSBEs). No CSBE may be awarded more than one trade set-aside on any one specific miscellaneous construction contract.

(ac) Worker Training Program is a qualified training program or Technical School or other such construction industry related training program, as approved by the Advisory Board.

(3) Program Components:

A. Application. Except where federal or state laws or regulations mandate to the contrary, the provisions of this ordinance shall require review of all construction contracts funded in whole or in part with County funds to determine the appropriateness of applying contract measures as set forth in this Ordinance. The County Manager shall prepare administrative orders, bid, and contract documents implementing the Bonding and Financial Assistance Program, the Management and Technical Assistance Programs, the Mentor-Prot,g, Program and other related programs addressed in this Ordinance. The words County Manager in this section shall mean the County Manager or his or her designee.

B. Dade County Community Small Business Enterprise (CSBE) Program: The prompt payment provisions of this section shall take precedence over Section 2-8.1.4 of the Code ("Sherman S. Winn Prompt Payment Ordinance"), as to the contracts specified below:

1. Prompt payment.

a. The County Manager and the President of the Public Health Trust shall establish administrative procedures requiring that billings from contractors under prime construction contracts with Dade County or the Public Health Trust that are a CSBE contract set-aside or which contain a trade set-aside or subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust. A contractor shall include in its billing to the County or Trust copies of those billings from its first tier CSBE subcontractors which the contractor approves and whose cost is included in the payment amount requested from the County or Trust.

b. Prime construction contracts to which a CSBE trade set-aside or subcontractor goal has been applied shall require that billings from CSBEs under first tier subcontract with the prime contractor, shall be promptly reviewed and payment made by the prime contractor to such CSBEs on those amounts not in dispute within two (2) business days of receipt of payment therefor by the prime contractor. The foregoing notwithstanding, the prime contractor shall pay billings from its first tier CSBE subcontractors that are not in dispute within the time frame recommended by the Advisory Board and implemented by Administrative Order of the County Manager approved by the County Commission.

c. The prime contractor on a prime construction contract to which a CSBE trade set-aside or subcontractor goal has been applied shall inform the Department of Business Development, the Contracting Officer, and the first tier CSBE subcontractor, in writing, of those amounts billed by the CSBE which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the first tier CSBE subcontractor to the prime contractor.

d. Failure of the prime contractor to comply with the requirements of Section (3) 1 (c) above shall result in the prime contractor's forfeiture of the right to use the dispute as justification for not paying the first tier CSBE subcontractor and payment shall be forthcoming from the prime contractor.

2. Mentor-Prot,g, Program: This program is a community based effort involving leaders of major firms, financial and bonding institutions, contracting associations, small business enterprises, and support service organizations. The Program is an effort to overcome difficulties that typically inhibit or restrict the success of small businesses and is designed to produce a broad base of high quality, competitive and profitable companies through incremental improvement. It is expected that as a result of the Mentor-Prot,g, Program, Prot,g, will experience a greater than industry average success rate and realize the growth and profitability objectives of their business plans as well as long range stability. The Program will provide a community benefit by strengthening emerging businesses and providing them with opportunities for growth, expansion and increased participation in Metro-Dade County's economic development. To be eligible for incentives under the Mentor-Prot,g, Program, the Mentors and Prot,g, must be registered by the Department of Business Development in the Mentor-Prot,g, Program. The specific details of the proposed program are shown in Attachment 1.

3. Bonding and Financial Assistance Program: This program will provide CSBEs with assistance in obtaining bonding and/or financial assistance for construction projects. Bonding assistance will include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes. Financial assistance will include providing financial assistance such as mobilization capital and/or working capital needed for specific projects. The specific details of the proposed program are shown in Attachment 2.

4. Management and Technical Assistance Program: This program will provide direct and indirect assistance for small business development. Program management provides direction, coordinates access to services, and maintains continual communications to assure knowledge and use of available resources. Technical assistance will also be provided such as accounting services and business plan preparation, which will assist firms in developing documents needed for bonding and financial assistance as well as business and management workshops and seminars. CSBEs may have access to resources that focus on developing their management capacity and enhancing the marketability of their products. Specific details of the proposed program are shown in Attachment 3.

5. Trade Set-Asides: Trade Set-aside means that an entire Specialty Trade component(s) of a County miscellaneous construction contract which the prime contractor shall subcontract at the first tier level to certified CSBEs (for example, the entire plumbing or roofing or electrical component of a specific contract). All such subcontracts shall be in writing and shall be executed by the prime contractor and the first tier CSBE subcontractor. Miscellaneous construction contract shall mean a construction contract managed by a construction manager selected on the basis of a management fee that will be added to the cost of specialty trade work for various projects bid by the construction manager as a trade set-aside for CSBEs.

6. Subcontractor goals: The County Commission or Public Health Trust may establish subcontractor goals for any Specialty Trade portion of the work in a contract based on estimates made prior to bid advertisement of the quality, quantity and type of first tier subcontracting opportunities provided by the contract, and of the availability of CSBEs to afford effective subcontracting competition therefor. After bid advertisement, or other formal public notice, the established subcontractor goal may be reduced only with the approval of the County Commission or Public Health Trust.

Bid documents shall require bidders to submit a Schedule of Participation form at the time of bid

submission identifying all CSBEs to be utilized to meet the subcontractor goal, the trade designation of work each will perform, and the dollar value of such work. In order to assure at the time of bid submission agreement upon the above information between the bidder and the CSBE, bid documents shall also require bidders to submit a form no later than two (2) business days after bid submission due date confirming such information through signed documents from the CSBE involved. Failure to submit the required form at the time of bid submission shall render the bid non-responsive. Submission of a defective form shall render the bid voidable.

Bidders whose bids fail to meet the specified subcontractor goal, in order to remain eligible for award of the contract, must submit evidence, no later than two (2) business days after bid submission, proving the lack of available CSBEs to afford effective competition therefor.

A successful prime bidder that is a CSBE or a joint venture may perform up to 50% of a CSBE subcontractor goal with its own forces. The remaining subcontractor goal work shall be performed by other CSBEs.

Bid documents shall provide that:

- (i) only expenditures to CSBEs for performing a commercially useful function shall be counted toward meeting a specified subcontractor goal;
- (ii) expenditures to CSBEs for acting essentially as a conduit to transfer funds to a non-CSBE shall not be counted toward meeting a subcontractor goal unless such conduct receives prior approval from the Department of Business Development as consistent with normal industry practice; and
- (iii) expenditures to CSBEs who subcontract work further to non-CSBEs shall not be counted toward meeting a subcontractor goal unless such subcontracting receives prior approval from the Department of Business Development as consistent with normal industry practice.
- (iv) only expenditures to CSBEs made under written first tier subcontract executed by both the prime contractor and the CSBE shall be counted towards meeting the subcontractor goal.

Bid documents shall allow bidders to challenge or protest a subcontractor goal established under this section by submitting no later than the time of bid submission the reasons for such challenge or protest in writing to the department responsible for the contract. Challenges or protests to a CSBE subcontractor goal by bidders after the time of bid submission shall not be heard by the County Commission or Public Health Trust.

7. Contract Measures:

a. Contract Set-Asides: The County Commission or Public Health Trust may determine it is in its best interest to waive any competitive bidding or selection requirement and set-aside a prime County construction contract for CSBEs when determined, prior to bid advertisement, that there are at least three (3) CSBEs available in the Standard Industrial Classification (SIC) category, as well as in the Contracting Participation Level that the contract is classified in (based on the estimated project construction cost). Contracts with estimated project construction cost less than or equal to \$3,000,000 may be set-aside for competition by CSBEs. Such contracts will be placed into one of three (3) Contracting Participation Levels based on the estimated project construction cost, and will be classified by Standard Industrial Classification (SIC) code. The three (3) contracting participation levels are:

1. Level I..... \$0-\$500,000

2. Level II.. ..\$500,001-\$1,000,000

3. Level III . \$1,000,001-\$3,000,000

CSBEs will also be categorized by Contracting Participation Level, which will be determined by the Department of Business Development (based, in part, on the CSBE's prequalification package).

CSBEs prequalified in one bonding capacity (e.g. those in bonding capacity Level III) may not bid on a lower level prime County contract set-aside for CSBEs (e.g., a \$300,000 project which falls into Level I).

Transferring to a non-CSBE through subcontracting or otherwise all or part of the actual work of a set-aside contract is prohibited unless such transfer receives prior approval from the Department of Business Development as consistent with normal industry practice.

A CSBE may compete for any set-aside prime construction contract in the SIC code which the CSBE is certified.

b. Selection factor: A contractor responding to an RFP or RFQ for a prime county construction contract which is not set-aside for competition solely amongst CSBEs shall be entitled to a program incentive of up to ten percent (10%) of the total evaluation points for participation in the Worker Training Program or the Mentor-Prot,g, Program. The County Manager shall establish a sliding scale which provides the extent of preference given a contractor hereunder. In no event shall the cumulative effect of the selection factor hereunder, exceed 10% of the total evaluation points on any one RFP or RFQ.

Any committee formed to evaluate a response to an RFP or RFQ with a CSBE selection factor shall include a voting representative from the Department of Business Development.

c. Bid preference: A contractor bidding on a competitively bid prime county construction contract which is not set-aside for competition solely amongst CSBEs shall be entitled to a program incentive equal to two percent (2%) of such contractor's bid price (for bid evaluation purposes only) for participation in the Worker Training Program or the Mentor-Prot,g, Program. In no event shall the cumulative effect of the bid preference hereunder, exceed 2% of such contractor's bid price.

d. Trade Set-Aside: The County Commission or Public Health Trust may authorize a Trade Set-Aside as outlined in this ordinance.

e. Subcontractor goals: The County Commission or Public Health Trust may establish subcontractor goals as outlined in this ordinance.

8. Advisory Board:

There is hereby created a Dade County Advisory Board for the CSBE Program. Board members shall be appointed by the Board of County Commissioners and shall consist of one each of the following:

1. one member from the list of recommended appointees submitted by the Allied Minority Contractor's Association, Inc.;
2. one member from the list of recommended appointees submitted by the South Florida Chapter of the Associated General Contractors of America;

3. one member from the list of recommended appointees submitted by the Association of Women Architects and Engineers;
4. one member from the list of recommended appointees submitted by the Black Business Association;
5. one member from the list of recommended appointees submitted by the Construction Association of Florida, Inc.;
6. one member from the list of recommended appointees submitted by the Engineering Contractor's Association of South Florida, Inc.;
7. one member from the list of recommended appointees submitted by the Latin Builders' Association;
8. one member from the list of recommended appointees submitted by the Air Conditioning and Refrigeration Association, Inc.;
9. one member from the list of recommended appointees submitted by the Underground Contractors' Association of South Florida, Inc.;
10. one member from the list of recommended appointees submitted by the Association of Black Architects and Engineers;
11. one member from the list of recommended appointees submitted by the Contractor's Resource Center;
12. one member from the list of recommended appointees submitted by the UPPAC;
13. a representative of the local bonding industry;
14. a representative of the local banking and financial industry; and
15. a certified CSBE.

The terms of each member shall be two (2) years. Members shall serve without compensation.

The Advisory Board is created for the purpose of providing general program oversight and assisting the Department of Business Development in tracking and monitoring the results and effectiveness of the CSBE Program. The Advisory Board shall not assume the Department of Business Development's administrative or other responsibilities. The Advisory Board may serve as liaison between Program participants and the local business community, recommend additional Program Incentives, participate in the recruitment of prospective participant's for the CSBE program, and review and report on the Program's progress. Within one (1) year after inception of the CSBE program, the Advisory Board shall recommend to the County Commission the maximum length of time a CSBE may participate in the program.

Sections 2-11.1(c) and (d) of the Conflict of Interest and Code of Ethics Ordinance of Metropolitan Dade County are waived for Advisory Board members for transactions arising from the exercise of those powers given the Advisory Board by this ordinance.

8. Graduation: Upon recertification review, any CSBE that exceeds the size limits, based on the firm's three year average annual gross revenues, established by this ordinance shall be immediately graduated from the CSBE program. These firms shall be allowed to complete any currently awarded contract. However, the graduated firm will not be eligible to receive any new contracts under the CSBE program.

(4) Certification Requirements:

The County Manager shall implement eligibility criteria and procedures for entities to be certified as CSBEs based on regulations outlined in this Ordinance. Firms exceeding size limits established hereunder and under Appendix A of this Ordinance are not eligible for contract measures or participation in these programs.

1. The Department of Business Development shall maintain and publish at least every other week an updated list of CSBEs, identifying each listed CSBE based on the SIC category and the Specialty Trade the CSBE is certified in, and noting what Contracting Participation Level the firm is classified in.

2. The Department of Business Development shall not certify an applicant, shall not recertify a CSBE, and shall decertify a CSBE that fails to comply with the criteria or procedures for obtaining or maintaining certification. The Department of Business Development shall have authority to suspend the certification of a CSBE during any appeal of a decertification decision.

3. Applicants and certified CSBEs must be properly licensed to conduct business in Dade County, must perform a commercially useful function with an actual place of business in Dade County, and must continue to perform a commercially useful function in Dade County to be eligible for certification or to remain certified.

4. The qualifier of the certified CSBE firm must own at least ten (10) percent of the certified firm's issued stock.

5. Certification shall be renewed annually, and must be in effect at the time of bid submittal. For successful bidders, certification must be maintained from the time of bid submittal throughout the duration of the contract. With the exception of provisions previously described for graduation from the CSBE program, loss of CSBE certification may lead to removal of the firm from continued participation in the CSBE program. CSBEs experiencing changes in ownership shall notify the County Manager within thirty (30) days of the effective date of such changes.

6. A business owner, alone or as a member of a group, shall own or control only one CSBE at a time. A business owner, alone or as a member of a group, and any CSBE may not hold more than a ten (10) percent equity ownership in any other CSBE.

7. Applicants for CSBE certification shall, as part of their application, disclose the information specified in subsections (d)(1) and (2) of Section 2-8.1 of this Code.

8. The Department of Business Development may require applicants and CSBEs to submit information regarding their business operations, including but not limited to a breakdown of the applicant's or CSBE's ownership, and/or workforce as to race, national origin, gender, and gross annual sales.

(5) Sanctions for contractual violations: Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with this ordinance or its implementing administrative orders may result in the imposition of one or more of the

following sanctions:

- i. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
- ii. Work stoppage;
- iii. Termination, suspension, or cancellation of the contract in whole or part;
- iv. In the event a bidder or CSBE attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Dade County Code, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the first tier subcontract for the project on which the bidder or CSBE committed such acts. In addition, and as a further sanction, the County Manager or his designee may impose any of the above-stated sanctions on any other contracts or first tier subcontracts the bidder or CSBE has on County projects. In each instance, the bidder or CSBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs.

Some of the contractual violations that may result in the imposition of the sanctions listed in Section 1 (5) above include, but are not limited to, the following:

1. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;
2. A prime contractor not meeting CSBE Program trade set-aside or subcontractor goal requirement;
3. Not obtaining or retaining CSBE certification while performing work designated for CSBE firms;
4. Failure to submit monthly utilization reports;
5. Failure to comply with CSBE certification requirements, including not maintaining a place of business in Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
6. Failure to maintain certification;
7. Deviation from the Schedule of Participation without prior approval from DBD;
8. Termination of the CSBE's contract without prior approval from DBD;
9. Reduction of the scope of work of a first tier CSBE subcontract without prior approval from DBD;
10. Modifications to the terms and/or prices of payment to a CSBE without prior approval from DBD;
11. Unjustified failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Schedule of Participation.

(6) Administrative penalties. For violation of or non-compliance with this ordinance or its implementing administrative orders, bid, and competitive selection documents, the County Manager or his designee may impose the loss of eligibility to be certified as a CSBE for a specified period of time,

not to exceed three (3) years, for an applicant or a CSBE, its individual officers, its shareholders with significant interests, and its affiliated businesses.

(7) County responsibilities. The Department of Business Development (or other County department designated by the County Manager) shall:

1. Administer, or provide oversight for, the CSBE program and incentives outlined in this ordinance;
2. Provide staff assistance to the Review Committee and the Advisory Board;
3. Compile and maintain the data necessary to make the appropriate determinations as to the certification and decertification of CSBEs, and to make recommendations for the application of contract measures to a given contract;
4. Ensure that an integrated system exists for information gathering, reporting, and statistical analysis including (but not limited to) interfacing with other County financial systems such as FAMIS, Seaport, Aviation, HUD and WASAD to obtain actual amount of work orders authorized to firms versus the project award amount (for prime contractors as well as for subcontractors), and interfacing with the GSA mainframe system to access data on vendors and awards;
5. Monitor all contracts for which program measures have been applied in terms of contractor and subcontractor compliance with the provisions of this ordinance;
6. Provide assistance in technical and financial matters including:
 - a. assistance in increasing the ability of CSBEs to compete effectively on contracts;
 - b. conduct of seminars on contract management; and
 - c. assistance in identifying and solving problems on projects.
7. Review and investigate reports of non-compliance, and make the appropriate recommendations to the County Manager as to penalties to be invoked; and
8. Prepare an annual report for the Board of County Commissioners on the results of the CSBE Program.
9. Prepare quarterly reports for the Advisory Board on the results of the CSBE Program.
10. DBD shall assign a CSBE coordinator to each county department issuing capital construction contracts whose responsibility shall be to seek out contracting opportunities for CSBEs and serve as liaison between DBD and the department.

Section 2. Sections 2-8.1, 2-8.5 and 10-38 of the Code of Metropolitan Dade County, Florida are hereby amended as follows: 1

Section 2-8.1. Contracts and purchases generally.

(a) Scope. This section shall apply to all contracts for public improvements and purchases of all supplies, materials and services other than professional services.

(b) Bid requirements for certain purchases; delegation of authority to advertise, award and reject bids for certain purchases. Formal sealed bids shall be secured for all contracts and purchases within the

scope of this section when the transaction involves the expenditure of one hundred thousand dollars (\$100,000) or more, except that the Board of County Commissioners, upon written recommendation of the County Manager, may, by resolution adopted by two-thirds vote of the members present, waive competitive bidding when it finds this to be in the best interest of the County. The County Manager is hereby delegated the authority to advertise for bid, award and reject bids or proposals for contracts and purchases when the transaction involves the expenditure of five hundred thousand dollars (\$500,000) or less without the need for action by the County Commission. >>The County Manager is delegated the authority to utilize any of the following processes for selection of a contractor to perform contracts for public improvements involving the expenditure of five hundred thousand (\$500,000) or less: competitive price bidding, request for proposals, or request for qualifications without the need for prior approval of the County Commission. The County Manager shall review all construction projects to determine whether the break-up of the project into smaller contracts will increase the opportunity for CSBEs to participate therein. For those contracts where the County Manager requests authority from the County Commission to advertise, the request for such authority shall advise the steps taken to accomplish the foregoing sentence.<< The County Manager may designate appropriate County staff to exercise the authority delegated hereunder by administrative order, approved by the Board of County Commissioners.

* * *

Section 2-8.5. Procedure to provide preference to local business in county contracts for goods and services.

* * *

>>(7) Exemption of certain contracts. The provisions of this section shall not apply, and no local preference shall be accorded hereunder, to prime County or Public Health Trust construction contracts whose estimated cost is \$3,000,000 or less which have been set-aside for competition solely for CSBEs (Community Small Business Enterprises) under Section 10-33.02 of this Code.<<

* * *

Section 10-38. Debarment of Contractors from County Work.

* * *

(h) Causes for Debarment:

>>(3) The debarment committee may debar a CSBE based upon a preponderance of evidence that the CSBE has forfeited a bond or has defaulted on financial assistance, either of which was provided under the CSBE program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interests, director or partner of such entity, or affiliated business of such entity attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement.<<

Section 3. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Metropolitan Dade County. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board and shall apply to construction contracts advertised after June 15, 1997.

Section 6. This ordinance does not contain a sunset provision.

1 Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

OTHER

APPENDIX A

SIZE ELIGIBILITY, CONTRACTING PARTICIPATION LEVELS, AND AFFILIATION DETERMINATION

A. General: Only small businesses that meet size limits as to average annual gross revenues for the last three years may be codified as CSBEs. Certified CSBEs will be further categorized by contracting participation levels in accordance with levels of bonding capacity determined during a prequalification process. Size determinations for certification eligibility and contracting participation levels shall take into account the combined gross revenues and bonding capacities of the applicant business concern and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included.

B. Affiliation: Business concerns are considered affiliates of each other when either directly or indirectly:

- i. One concern controls or has the power to control the other, or
- ii. A third party or parties controls or has the power to control both, or
- iii. An identity of interest between or among parties exists such that affiliation may be found.

1. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including common ownership, common management, and contractual relationships. Variations of these factors are examined more closely below: a. Nature of control in determining affiliation.

(1) Every business concern is considered to have one or more parties who directly or indirectly control or have the power to control it. Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.

(2) Control can arise through stock ownership; occupancy of director, officer or key employee positions; contractual or other business relations; or combinations of these and other factors.

(3) Control can arise through management positions where a concern's vote stock is so widely distributed that no effective control can be established.

b. Identity of interest between and among persons as an affiliation determinant.

Affiliation can arise between or among two or more persons with an identity of interest, such as members of the same family or persons with common investments in more than one concern. In determining who controls or has the power to control a concern, persons with an identity of interest may be treated as though they were one person.

c. Affiliation through stock ownership.

(1) A person is presumed to control or have the power to control a concern if he or she owns or controls or has the power to control fifty (50) percent or more of its voting stock.

(2) A person is presumed to control or have the power to control a concern even though he or she owns, controls or has the power to control less than fifty (50) percent of the concern's voting stock, if

the block of stock he or she owns, controls or has the power to control is large as compared with any other outstanding block of stock.

(3) If two or more persons each owns, controls or has the power to control less than fifty (50) percent of the voting stock of a concern; such minority holdings are equal or approximately equal in size; and the aggregate of these minority holdings is large as compared with any other stock holding, the presumption arises that each such person individually controls or has the power to control the concern; however, such presumption may be rebutted by a showing that such control or power to control, in fact, does not exist.

d. Affiliation arising under stock options, convertible debentures, and agreements to merge. Stock options, convertible debentures, and agreements to merge (including agreements in principle) are generally considered to have a present effect on the power to control the concern. Therefore, in making a size determination, such options, debentures, and agreements are generally treated as though the rights held thereunder had been exercised. However, an affiliate cannot use such options and debentures to appear to terminate its control over another concern before it actually does so.

e. Affiliation under voting trusts.

(1) If the primary purpose of a voting trust, or similar agreement, is to separate voting power from beneficial ownership of voting stock for the purpose of shifting control of or the power to control a concern in order that such concern or another concern may qualify as a small business within the size regulations, such voting trust shall not be considered valid for this purpose regardless of whether it is or is not recognized within the appropriate jurisdiction. However, if a voting trust is primarily entered into for a legitimate purpose other than that described above, and it is recognized within the appropriate jurisdiction, it may be considered valid for the purpose of a size determination.

(2) Agreements to divest (including agreements in principle) are not considered to have a present effect on the power to control the concern.

f. Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another concern.

g. Affiliation through common facilities. Affiliation generally arises where one concern shares office space and/or employees and/or other facilities with another concern, particularly where such concerns are in the same or related industry or field of operations, or where such concerns were formerly affiliated.

h. Affiliation with a newly organized concern. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one concern organize a new concern in the same or a related industry or field of operation, and serve as its officers, directors, principal stockholders, and/or key employees, and the concern is furnishing or will furnish the other concern with subcontracts, financial or technical assistance, bid or performance bond indemnification, and/or other facilities, whether for a fee or otherwise.

i. Affiliation through contractual relationships. Affiliation generally arises where one concern is dependent upon another concern for contracts and business to such a degree that its economic viability would be in jeopardy without such contracts/business.

j. Affiliation under joint venture arrangements.

(1) A joint venture for size determination purposes is an association of concerns and/or individuals, with interests in any degree or proportion, formed by contract, express or implied, to engage in and carry out a single, specific business venture for joint profit for which purpose they combine their efforts, property, money, skill and knowledge, but not on a continuing or permanent basis for conducting business generally. The determination whether an entity is a joint venture is based upon the facts of the business operation, regardless of how the business operation may be designated by the parties involved. An agreement to share profits/losses proportionate to each party's contribution to the business operation is a significant factor in determining whether the business operation is a joint venture.

(2) For the purpose of financial assistance to a joint venture, the parties thereto are considered to be

affiliated with each other. Where the financial assistance, however, is to a concern for its own use, outside the joint venture, an affiliation determination shall not automatically arise from the existence of the joint venture arrangement. In this latter situation, the existence of affiliation shall be determined under these regulations.

(3) Concerns bidding on a particular construction contract as joint ventures are affiliated with each other with regard to performance of the contract. This determination of affiliation does not extend to other contracts or business outside the joint venture arrangement.

(4) An ostensible subcontractor which performs or is to perform primary or vital requirements of a contract may have such a controlling role that it must be considered a joint venture affiliated on the contract with the prime contractor. In determining whether subcontracting arises to the level of affiliation as a joint venture, DBD considers whether the prime contractor has unusual reliance on the subcontractor.

(5) Even though a concern might not be an affiliate of its joint ventures for the purpose of operations apart from the joint venture, it nevertheless must include its proportionate share of the joint venture receipts or employees in determining its eligibility under the size standards.

k. Affiliation under franchise and license agreements. In determining whether the franchiser controls or has the power to control and, therefore, is affiliated with the franchisee, the restraints, relating to standardized quality, advertising, accounting format and other provisions, imposed on a franchisee by its franchise agreement shall generally not be considered, provided that the franchise has the right to profit from its efforts and bears the risk of loss commensurate with ownership. Alternatively, even though a franchisee may not be controlled by the franchiser by virtue of such provisions in the franchise agreement, control and, thus, affiliation could arise through other means, such as common ownership, common management or excessive restrictions upon the sale of the franchise interest.

1. C. Gross Annual Revenues.

a. In size determinations, size eligibility requires that the concern may not exceed the three year average gross annual revenues in the applicable standard.

b. Definitions. For the purpose of determining annual gross revenues of a concern:

(1) Accrual basis means a method of accounting in which accounts and notes receivable are recorded in the regular books of account for the period in which the firm first has a claim of right to them

(2) Claim of right has the meaning attributed to it by the U.S. Internal Revenue Service (IRS).

(3) Gross Revenues is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a concern and its domestic and foreign affiliates, amounts collected for another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.

(4) Regular books of account means the general ledger or other book of final entry and, if used, the journals or other books of original entry.

(5) Completed fiscal year means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.

(6) Unless otherwise defined in this section, all terms shall have the meaning attributed to them by the IRS.

c. Period of measurement.

(1) Annual gross revenues of a concern which has been in business for three (3) or more completed fiscal years means the arithmetic annual average revenue of the concern over its last three (3) completed fiscal years (total revenue compiled over the entire three (3) year period would be divided by three).

(2) Annual gross revenues of a concern which has been in business for less than three (3) fiscal years means the arithmetic annual average revenue over the time period the concern has been in business (total revenues compiled over the period the concern has been in business, divided by the number of weeks, including fractions of a week, the concern has been in business, multiplied by 52).

(3) Annual gross revenues of a concern which has been in business three or more years but has a short year in the last three years will be the arithmetic annual average revenue over the two full years and the short year. See paragraph 3.c.5. of this section. The short period may appear at the beginning, middle or end of the three year calculation period.

d. Method of determining annual gross revenues.

(1) Revenue may be taken from the regular books of account of the concern. If the concern so elects, or has not kept regular books of account, or the IRS has found such records to be inadequate and has reconstructed income of the concern, then revenues shown on the federal income tax return of the concern may be used in determining annual gross revenues. Subject to the exception in paragraph 3.c.4. of this section, revenue shown on the regular books of account or the Federal Income tax return on a basis other than accrual must be restated to show revenue on an accrual basis for all fiscal years.

(2) Where the Federal Income tax return of a concern, restated if necessary pursuant to paragraph (d)(1) of this section to reflect the percentage of completion method, shows its annual gross revenues to be less than seventy-five (75) percent of the applicable size standard, the concern need not restate its revenue to an accrual basis prior to determining annual revenues.

(3) Where a short period is included in the concern's most recent three (3) years, annual gross revenues are calculated by dividing the sum of the revenues of the short year and the receipts of the two (2) full fiscal years by the sum of the number of weeks in the short fiscal year and the number of weeks in the two full fiscal years, and multiplying that figure (the weekly average revenues) by fifty-two (52).

e. Annual gross revenues of affiliates.

(1) If a concern has acquired an affiliate or been acquired as an affiliate during the applicable averaging period or before certification, the annual gross revenues in determining size status include the revenues of both the applicant and the affiliate. Furthermore, this aggregation of the revenues of both the applicant and its affiliates applies for the entire applicable averaging period used in computing size (usually the preceding three (3) complete fiscal years) rather than only for the period after the affiliation arose.

(2) The annual gross revenues of a concern which had been an affiliate of the applicant during part of the period used in determining size (usually the preceding three complete fiscal years), but was not an affiliate at the time of certification, are not included within the computation of annual gross revenues in making size determinations. This exclusion of annual gross revenues of a former affiliate applies during the entire period used in computing size, rather than only for the period after which the affiliation ceased.

1 Words stricken through and/or ~~[[double bracketed]]~~ shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

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Small Business Enterprise Construction Services Advisory Board Attachment 5
Annual Cost Estimate

2018			
Staff	Estimated Annual Hours per Employee	Estimated Annual Cost per Employee	Estimated Annual Cost for Supplies
Sr. Prof. Services Specialist	30	\$912.60	
Sub Total	30	\$912.60	
Supplies	Copies		\$ 25.00
	Parking		\$ 378.00
Sub Total			\$ 403.00
TOTAL			\$1,315.60

2019			
Staff	Estimated Annual Hours per Employee	Estimated Annual Cost per Employee	Estimated Annual Cost for Supplies
Sr. Prof. Services Specialist	30	\$971.70	
Sub Total	30	\$971.70	
Supplies	Copies		\$ 25.00
	Parking		\$ 378.00
Sub Total			\$ 403.00
TOTAL			\$ 1,374.70