

**RESOLUTION No. 16-43**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2015-35, "DESIGN-BUILD POLICE SUBSTATION FACILITY," TO MUNILLA CONSTRUCTION MANAGEMENT, LLC; AUTHORIZING THE CITY MANAGER TO ENTER INTO A DESIGN-BUILD CONSTRUCTION SERVICES AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, FOR THE DEVELOPMENT OF THE POLICE SUBSTATION IN AN AMOUNT NOT TO EXCEED \$8,204,900.00, AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") has a leasehold interest on a certain parcel of land owned by the State of Florida, located on the East side of the 3800 block of NW 97th Avenue, West of United States Southern Command, and is permitted to develop a police substation with auxiliary uses (the "Project"); and

**WHEREAS**, in order to advance the Project in a timely manner, the City issued Request For Proposal # 2015-35 Design-Build Police Substation Facility (the "RFP") and received two responsive submittals by the deadline; and

**WHEREAS**, Munilla Construction Management, LLC ("MCM") was deemed the lowest, most responsible and responsive proposer by the City's administration, with a copy of its proposal attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference; and

**WHEREAS**, upon accepting the recommendation from staff, and in light of the limited time frame for completion of the Project, the administration negotiated an agreement with MCM in substantially the form attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference

**WHEREAS**, staff has recommended that the City Council award the RFP to MCM and authorize the City Manager to negotiate and enter into the Agreement with MCM for the design-build construction services for the development of the police substation.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Award.** The RFP for Design-Build Construction Services for the Police substation is awarded. This award, absent the entering into an agreement with City, does not created or vest any rights in or with MCM.

**Section 3. Approval.** The Design-Build Construction Services Agreement with MCM for the Police Substation, in substantially the form provided in Exhibit "A", along with such non-material changes as deemed to be in the best interest of the City, with a not-to exceed price of \$8,204,900.00, is hereby approved.

**Section 4. Authorization.** The City Manager is authorized to enter into the Agreement, subject to approval by the City Attorney, as to form and legal sufficiency, together with such nonmaterial revisions determined to be in the best interest of the City, and to expend budgeted funds in furtherance hereof.

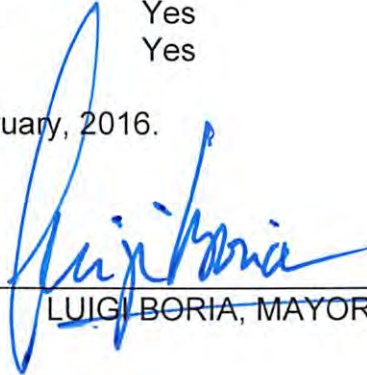
**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

**Section 5. Effective Date.** This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Ruiz and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Absent/Excused
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 3 day of February, 2016.



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LUIGI BORIA, MAYOR

ATTEST:



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CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE SOLE USE  
OF THE CITY OF DORAL



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WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL  
CITY ATTORNEY

# EXHIBIT “A”

## 10.0 REQUIRED FORMS

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL  
AND NON-WAIVABLE FOR RESPONSES TO THIS LRFP.**

**PROPOSERS SHALL SUBMIT THE SUBSEQUENT FORMS  
COMPLETED IN THE EXACT SEQUENCE PROVIDED.**

*REMAINDER OF PAGE LEFT BLANK*



## STATEMENT OF NO RESPONSE

RFP NO. 2015-35

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Manager’s Office 8401 NW 53<sup>rd</sup> Terrace, Suite 100 Doral, FL 33166. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: Munilla Construction Management, LLC d/b/a MCM

ADDRESS: 6201 SW 70th Street, Second Floor, Miami, FL 33143

TELEPHONE: 305.541.0000

SIGNATURE: \_\_\_\_\_

DATE: 11/19/2015

We, the undersigned have declined to submit a proposal on the above because of the following reasons:

- \_\_\_\_\_ Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only (explain below)
- \_\_\_\_\_ Insufficient time to respond
- \_\_\_\_\_ We do not offer this product, service or an equivalent
- \_\_\_\_\_ Our schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Specifications unclear (explain below)
- \_\_\_\_\_ Other (specify below)

REMARKS: NOT APPLICABLE

*For bidders submitting proposals for this opportunity, you may write “N/A” on this form.*



# Solicitation Response Form

**BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.**

**Name:** RFP#2015-35 Design-Build Police Substation Facility

**Due Date:** November 23, 2015

**Delivery Location:** City of Doral  
City Manager  
Office of the City Clerk  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**Submitted by:** Munilla Construction Management, LLC d/b/a MCM

(name of company and address)

6201 SW 70th Street, Second Floor

Miami, FL 33143

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**PLEASE DO NOT TAPE BELOW THIS LINE**

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**For Office Use Only:**

Date and Time Received:

Received by: \_\_\_\_\_



**CONTACT INFORMATION WORKSHEET**

**RFP NO. 2015-35**

**COMPANY/AGENCY/FIRM NAME:** Munilla Construction Management, LLC d/b/a MCM

**ADDRESS:** 6201 SW 70th Street, Second Floor, Miami, FL 33143

**BUSINESS HOURS:** 8:00 AM - 5:00 PM

**BUSINESS EMAIL ADDRESS:** info@mcm-us.com **PHONE No.:** 305.541.0000

**CONTACT PERSON & TITLE:** Alexis Leal, Director of Corporate Operations

**CONTACT EMAIL ADDRESS:** aleal@mcm-us.com **PHONE No.:** 305.970.8102

**BUSINESS LEGAL STATUS:** (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE **LLC**

**BUSINESS IS A:** (circle one) PARENT / SUBSIDIARY / OTHER \_\_\_\_\_

**DATE BUSINESS WAS ORGANIZED/INCORPORATED:** 11/29/1983

**ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if different from address provided above):**  
Same

**INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE CONTRACTOR:**

Jorge Munilla President 305.970.2400  
(First, Last Name) (Title) (Contact Phone Number)

Juan Munilla Vice-President 305.970.8001  
(First, Last Name) (Title) (Contact Phone Number)

Alexis Leal Director of Corp Ops 305.970.8102  
(First, Last Name) (Title) (Contact Phone Number)

*(Resumes of individuals named on this sheet must be included in submittal)*

**CONTACT'S SIGNATURE:**  **DATE:** 11/19/2015





# BUSINESS ENTITY AFFIDAVIT (VENDOR / BIDDER DISCLOSURE)

RFP NO. 2015-35

I, Jorge Munilla, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

59-2373403

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Munilla Construction Management, LLC

Name of Entity, Individual, Partners, or Corporation

MCM

Doing business as, if same as above, leave blank

<u>6201 SW 70th Street,</u>	<u>200</u>	<u>Miami</u>	<u>FL</u>	<u>33143</u>
STREET ADDRESS	SUITE	CITY	STATE	ZIP CODE

## OWNERSHIP DISCLOSURE AFFIDAVIT

- If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>Jorge Munilla</u>	<u>7231 Sunset Drive, Miami, FL 33143</u>	<u>25.33 %</u>
<u>Juan Munilla</u>	<u>6030 SW 114 Street, Pinecrest, FL 33156</u>	<u>25.33 %</u>
<u>Raul Munilla</u>	<u>6108 Paradise Point, Palmetto Bay, FL 33157</u>	<u>25.33%</u>
<u>Pedro Munilla</u>	<u>7277 Sunset Drive, Miami, FL 33143</u>	<u>20%</u>
<u>Fernando Munilla</u>	<u>5846 SW 81 Street, Miami, FL 33143</u>	<u>4.01%</u>

- The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any



interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Not Applicable

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Signature of Affiant

11/19/2015  
\_\_\_\_\_  
Date

Jorge Munilla  
\_\_\_\_\_  
Printed Name of Affiant

Sworn to and subscribed before me this 19 day of November, 2015.

Personally known ✓  
OR  
Produced identification \_\_\_\_\_

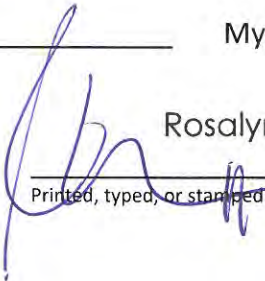
Notary Public-State of Florida

\_\_\_\_\_  
Type of Identification

My commission expires: July 18, 2017



**ROSALYN LAX**  
MY COMMISSION # FF 037428  
EXPIRES: July 18, 2017  
Bonded Thru Budget Notary Services



Rosalyn E. Lax

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public



**AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY  
NONDISCRIMINATION STATEMENT**

**RFP NO. 2015-35**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Doral, Florida

by: Jorge Munilla  
(print individual's name and title)

for: Munilla Construction Management, LLC d/b/a MCM  
(print name of entity submitting sworn statement)

whose business address  
is: 6201 SW 70th Street, Second Floor, Miami, FL 33143

and (if applicable) its Federal Employer Number (FEIN)  
is: 59-2373403

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party proposer under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.



SIGNATURE

Sworn to and subscribed before me this 19 day of November, 2015.

Personally known ✓

OR

Produced Identification \_\_\_\_\_

\_\_\_\_\_

Rosalyn E. Lax

Printed, typed, or stamped commissioned name of Notary Public

Notary Public- State of Florida  
My commission expires: July 18, 2017



**ROSALYN LAX**  
MY COMMISSION # FF 037428  
EXPIRES: July 18, 2017  
Bonded Thru Budget Notary Services



**NON-COLLUSION AFFIDAVIT**

**RFP NO. 2015-35**

State of Florida )

) SS

County of Miami-Dade )

Jorge Munilla being first duly sworn, deposes and says that:

- (1) He/She/They is/are the President  
(Owner, Partner, Officer, Representative or Agent) of MCM the BIDDER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered

in the presence of:

By: \_\_\_\_\_

Jorge Munilla

(Printed Name)

President

(Title)



ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

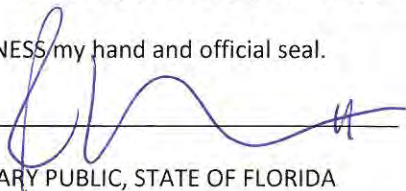
On this 19th day of November, 2015 before me, the undersigned Notary

Public of The State of Florida, personally appeared

Jorge Munilla and

(Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

Rosalyn E. Lax



(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

- DID take an oath,
- or
- DID NOT take an oath.



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA  
STATUTES, ON PUBLIC ENTITY CRIMES**

**RFP NO. 2015-35**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Doral  
by Jorge Munilla  
for Munilla Construction Management, LLC d/b/a MCM whose  
business address is 6201 SW 70th Street, 2nd Floor, Miami, FL 33143  
and (if applicable)  
its Federal Employer Identification number (FEIN) is 59-2373403 (IF the entity had no FEIN,  
include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to



enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: \_\_\_\_\_

(Printed Name) Jorge Munilla

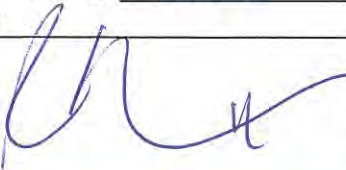

(Title) President

Sworn to and subscribed before me this 19th day of November, 2015

Personally known ✓ \_\_\_\_\_ Or Produced  
Identification \_\_\_\_\_ Notary Public - State of Florida \_\_\_\_\_ My

Commission Expires July 18, 2017

(Type of Identification)

  
  
ROSALYN LAX  
MY COMMISSION # FF 037428  
EXPIRES: July 18, 2017  
Bonded Thru Budget Notary Services





(Printed, typed, or stamped commission name of notary public)

No Contingency Affidavit  
RFP #2015-35

State of Florida )  
 )  
 SS  
County of Miami-Dade )

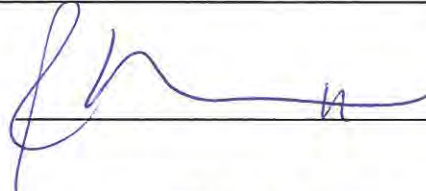
**BEFORE ME**, the undersigned authority, personally appeared Jorge Munilla, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the President (Owner, Partner, Officer, Representative or Agent) of MCM, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By:   
Print Name: Jorge Munilla

**SWORN TO AND SUBSCRIBED** before me this 19 day of November, 2014<sup>5</sup> by Jorge Munilla, who is personally known to me or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_



**ROSALYN LAX**  
MY COMMISSION # FF 037428  
EXPIRES: July 18, 2017  
Bonded Thru Budget Notary Services

Notary Public  
State of Florida at Large

My Commission Expires: July 18, 2017  
My Commission Number: FF037428



## DRUG-FREE WORKPLACE PROGRAM

### RFP NO. 2015-35

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
VENDOR'S SIGNATURE

Jorge Munilla, President

VENDOR PRINT NAME

MCM  
\_\_\_\_\_  
NAME OF COMPANY



**COPELAND ACT ANTI-KICKBACK AFFIDAVIT**

**RFP # 2015-35**

STATE OF Florida }

} SS:

COUNTY OF Miami-Dade }

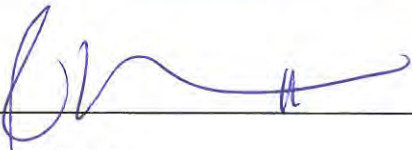
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and Wolfberg Alvarez or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Jorge Munilla

Title: President

Sworn and subscribed before this

19 day of November, 2015

  
\_\_\_\_\_  
Notary Public

Rosalyn E. Lax



**ROSALYN LAX**  
MY COMMISSION # FF 037428  
EXPIRES: July 18, 2017  
Bonded Thru Budget Notary Services

(Printed Name)

My commission expires: July 18, 2017



# EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION


RFP NO. 2015-35

I, Jorge Munilla, President  
(Individual's Name) (Title)

of the Munilla Construction Management LLC, do hereby certify that  
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 3.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid proposal.

  
\_\_\_\_\_  
Individual's Signature

11/19/2015  
\_\_\_\_\_  
Date



**CONE OF SILENCE CERTIFICATION**  
**RFP NO. 2015-35**

I, Jorge Munilla, President  
(Individual's Name) (Title)

of the MCM, do hereby certify that  
(Name of Company)

I have read and understand the terms set forth under section 3.3 of this document titled Cone of Silence.

Attachment of this executed form, as such, is required to complete a valid bid proposal.

  
\_\_\_\_\_  
Individual's Signature

11/19/2015  
\_\_\_\_\_  
Date



**TIE BIDS CERTIFICATION**  
**RFP NO. 2015-35**

I, Jorge Munilla, President  
(Individual's Name) (Title)

of the MCM, do hereby certify that (Name  
of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 3.1.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid proposal.

  
\_\_\_\_\_  
Individual's Signature

11/19/2015  
\_\_\_\_\_  
Date



# PROPOSER'S CERTIFICATION

RFP # 2015-35

I have carefully examined the Request for Proposal, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a proposer, supplier, sub-proposer, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

MCM

Name of Business

By:

Signature

Jorge Munilla, President

Name and Title, Typed or Printed

6201 SW 70th Street, 2nd Floor

Mailing Address

Miami, FL 33143

City, State and Zip Code

305.541.0000

Telephone Number

Sworn to and subscribed before me  
this 19 day of November, 2015



ROSALYN LAX  
MY COMMISSION # FF 097428  
EXPIRES: July 18, 2017  
Bonded Thru Budget Notary Services

Notary Public

STATE OF Florida

July 18, 2017  
My Commission Expires

**Acknowledgement of Addendums: Issued Addendums must be signed and submitted with proposal.**



**RFP SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP**  
**RFP # 2015-35**

The full names and residences of persons, partners or firms interested in the foregoing RFP, as principals are as follows:

(Not Applicable)

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Witness:  
(seal)

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Bidder:

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Firm Name

---

Signature

---

Print Name

---

Title (Sole Proprietor or Partner)

Post Office Address:

---

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County in which fictitious name is registered.

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Telephone #





**RFP SIGNATURE PAGE FOR CORPORATION**

**RFP # 2015-35**

The officers of the Corporation are as follows: MCM is an LLC

	<u>Name</u>	<u>Address</u>
President	<u>Jorge Munilla</u>	<u>7231 Sunset Drive, Miami, FL 33143</u>
Vice-President	<u>Juan Munilla</u>	<u>6030 SW 114 Street, Pinecrest, FL 33156</u>
Secretary	<u>Raul Munilla</u>	<u>6108 Paradise Point, Palmetto Bay, FL 33157</u>
Treasurer	<u>Raul Munilla</u>	<u>6108 Paradise Point, Palmetto Bay, FL 33157</u>
Registered Agent	_____	_____

The full names and residences of stockholders, persons, or firms interested in the foregoing RFP, as principals, are as follows:

<u>Pedro Munilla</u> <u>7277 Sunset Drive,</u> <u>Miami, FL 33143</u>		
<u>Fernando Munilla</u> <u>5846 SW 81 Street,</u> <u>Miami, FL 33143</u>		

Post Office Address  
6201 SW 70th Street, 2nd Floor

Miami, FL 33143

Is this corporation incorporated in the State of Florida?  Yes  No

If no, give address of principle place of business:

Bidder  
MCM

Corporate Name

President's Signature

Attest:

Secretary

Rosalyn Lax  
14246 SW 102 St.  
Miami, FL 33177





# 1. STATEMENT OF INTEREST AND INTRODUCTION

1

The responding firm (or the lead firm if sub-consultants are proposed) will provide a letter on letterhead, not exceeding two pages, which serves as a statement of interest, and summary of the proposal.

November 23<sup>rd</sup>, 2015

City of Doral, City Hall  
8401 NW53 Terrace  
Doral, Florida 33166



**RE: DESIGN-BUILD POLICE SUBSTATION FACILITY RFP# 2015-35**

Dear Selection Committee,

It is with great pleasure that we present MCM's qualifications and price proposal for constructing the City of Doral Police Substation Facility. We have thoroughly reviewed your project criteria and have assembled a team of highly qualified professionals who are ready to partner with the City of Doral to deliver this important project.

## A SOLID TEAM

MCM is a local family-owned business that first started serving the South Florida community over 31 years ago. Today MCM has grown into one of the largest full service contractors in the Southeast US with expertise in both the general building and heavy civil industry sectors. Over the years, MCM has constructed a large number of different types of facilities, including buildings for federal and state agencies, as well as for private clients, totaling close to six million square feet. MCM's fields of expertise include: roads and bridges, rail work, general building including healthcare, municipal and commercial facilities, as well as education and aviation infrastructure. MCM is an ENR Top-400 Contractor, and the 7<sup>th</sup> largest Hispanic owned contractor in the United States as ranked by Hispanic Business Magazine. The firm employs over 600 personnel worldwide and maintains a staff of roughly 300 employees in South Florida, along with an equipment fleet valued at over \$50M. In addition, MCM is ISO 9001:2008 Certified and it is also a gold level member of the United States Green Building Council.

Our Design Partner is Rodriguez & Quiroga Architects. R&Q was founded in 1983 by Raul L. Rodriguez, AIA one of Miami's most respected architects, and it renders architecture, civil engineering, urban design and interior design services. The firm was established to combine aesthetic standards with innovative and practical responses to programmatic and economic requirements. The practice seeks to focus on personal and highly professional service to public and private sector clients. R&Q's expertise will be supported by the services of the following sub-consultants:

Companies	Scope of Work
Rodriguez & Quiroga	Civil Engineer
DDA Engineers, P.A.	Structural Design
EMTech Corporation	MEPF Design
Curtis & Rogers	Landscaping Design
NV5, Inc	Geotechnical Engineers
LEED Commissioning Agents	SEQUIL Systems



+ RODRIGUEZ AND QUIROGA



# 1. STATEMENT OF INTEREST AND INTRODUCTION

## WHY MCM+R&Q?

### **Why is the MCM+R&Q the most capable builder to construct the Doral Substation Facility?**

MCM is the most uniquely qualified firm to construct the Doral Police Substation Facility because it is a team that understands better than most, that the best value quality construction can't be achieved without fully partnering with the owner to understand and realize their vision. Upon entering a partnership with MCM, the City of Doral will immediately benefit from:

**Similar Project Experience:** MCM+R&Q have extensive experience designing and building Justice projects as a team over the past 5 years. Our portfolio includes the construction of the \$25 million Homestead City Hall Project, which is going to be completed very soon; and the new \$15 Million Homestead Police Station. These projects have multiple elements that are similar to your Sub-station Project; so you will go through a minimal learning curve.

**Experience Working in Doral:** Our Team is very experienced working with the City of Doral. We understand your permitting process and are aware of the local constraints of working adjacent to a federal building. MCM has completed 2 projects withing the City (Our Lady of Guadalupe Church and the Miami-Dade Fire Rescue Training Facility). Rodriguez & Quiroga and their team of designers designed the Westside Plaza Office Building I & II Projects, located on 33rd Street and 84th Avenue. DDA has also done extensive work in the City of Doral including their City Hall. In addition, they are currently working with Codina Partners in the Downtown Doral development having designed the Doral Charter School, the Downtown Doral retail components, towers and parking garage structures.

**Our Safety Culture:** The MCM+R&Q Team takes a "Safety First" approach to construction safety and health on all of its projects. With an award winning safety program, MCM's overall safety culture has earned it a respected safety reputation and an Experience Modification Rate (EMR) of 0.72, well below the average for a contractor that self-performs close to 80% of work on some of its projects.

## WE LISTEN TO EVERYONE!

MCM's most successful projects are those where we work together with the owner in the highest spirit of partnering. MCM's history with pioneering innovative means-and-methods is punctuated by its reputation for cooperation. The team has a loyal following of subcontractors who, themselves, have adopted similar business practices. MCM learns from its subcontractors, design partners, and from its clients. The teams Lessons-Learned Library and courage to take calculated risks is the most significant reason MCM should be given the first opportunity to provide general contracting services to Leon Medical Centers.

On behalf of the entire MCM family we thank you for your consideration and look forward to the opportunity to partner with The City of Doral to deliver excellence together!

Best Regards,

  
Jorge Munilla  
President, MCM





## 2. EXPERIENCE AND QUALIFICATIONS



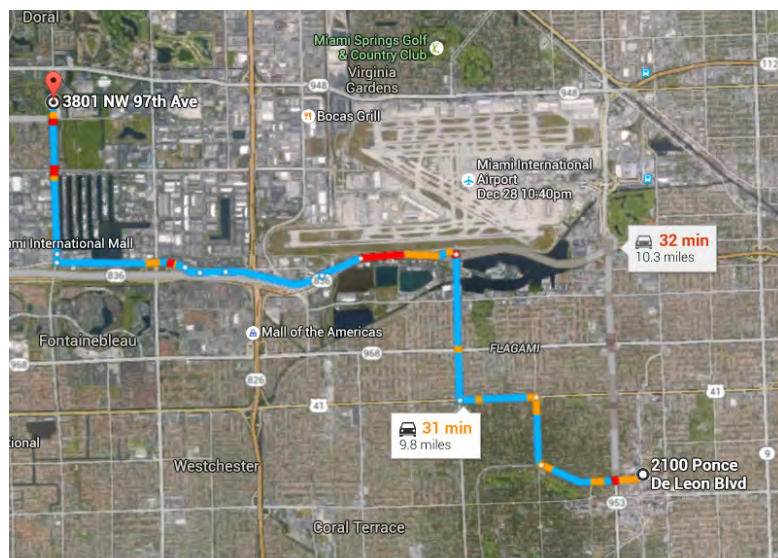
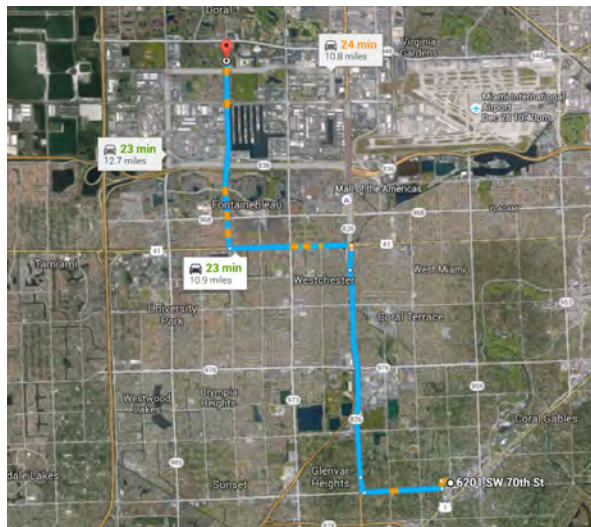
### ADMINISTRATION & MANAGEMENT

#### A) AVAILABILITY OF FACILITIES, STAFF & EQUIPMENT

MCM's Main Office is located at 6201 SW 70th Street, Miami, FL 33143, close to 11 miles away from the project. Our intent would be to manage the project directly from a site office established in a construction trailer. All supervisory personnel directly related to this project will be working out of this satellite office with direct access to the construction site. All supporting units during pre-construction such as estimating, purchasing, and corporate leadership will operate from our main office.

MCM also owns an extensive fleet of equipment, which will be made available to the project if the need arises. Our Equipment Yard is located in Homestead, only 30 minutes away from the Police Sub-station Project Site via the Florida Turnpike. The exact location is: 15900 S W 408th Street, Card Sound Rd, Homestead, FL.

Rodriguez and Quiroga's Main office is located at 2100 Ponce De Leon Boulevard, Coral Gables, FL 33134, only 10 miles away from the project site.



R&Q uses Autodesk Revit, a Building Information Modeling (BIM) software developed by Autodesk, which allows the user to design with parametric modeling and drafting elements. Building Information Modeling is a new Computer Aided Design (CAD) paradigm that allows for intelligent, 3D and parametric object-based design. In this way, Revit provides full bi-directional associativity. A change anywhere is a change everywhere, instantly, with no user interaction to manually update any view. A BIM model contains the building's full life cycle, from concept to construction to decommissioning. This is made possible by Revit's underlying relational database architecture called the parametric change engine.

R&Q Team	Title	Availability
Raul L. Rodriguez	Principal	25%
Benito Carmona	Civil Engineer	25%
Ivan Bibas	Project Manager	50%
Chris Goertz	Project Architect	75%
Mirtha Albeirus	Project Architect	100%

MCM Team	Title	Availability
Armando Perez	Chief Estimator	15%
Leonor Flores	Sr. P. Manager	25%
Juan Campos	Project Manager	50%
Jerry Rivera	Superintendent	100%
Davion Mori	Project Engineer	100%
Ruben Bravo	LEED Manager	25%



+ RODRIGUEZ AND QUIROGA



## 2. EXPERIENCE AND QUALIFICATIONS



### ADMINISTRATION & MANAGEMENT

#### B) ORGANIZATIONAL STRUCTURE AND MANAGEMENT PLAN

##### Organizational Structure

Under section 2ii.h you will find a graphical depiction of our team’s organizational structure indicating the lines of authority. MCM has been successfully delivering complex design-build projects for more than 25 years. Our staff includes numerous design specialists (including nearly a dozen registered professional engineers) managing the design-build process, and design-build work accounts for more than half of all our company’s pursuits and work under contract. Much of our esteemed overall reputation has been earned through our masterful grasp of this project delivery method.

With state-of-the-art scheduling, budgeting, value engineering, and construction expertise we are second to none. The growing number of enthusiastic, knowledgeable MCM personnel is our most valuable resource. They provide our on-site staff with the finest technical support that includes cutting edge management information systems for cost control, scheduling and management reporting services. The dedication and hard work of MCM personnel has resulted in our being named one of the fastest growing Hispanic construction firms in Florida.

Rodriguez and Quiroga is a project management driven firm. The project manager serves as the Owner’s full-time, day-to-day contact, leading the project design team and marshalling the resources of the firm and its consultants on behalf of the Owner. R&Q’s project managers are all experienced, talented, hard working architects who have earned their positions of responsibility by successfully leading complex projects.

R&Q’S core staff, comprised of its managing principal and project managers, has practiced together for years. The experience of working as a team for so many years within a profession known for its high and lows, subject to hire and fire practices, constitutes a unique aspect of the firm. It further denotes the degree of stability which the firm has enjoyed due to the loyalty it has earned from its clients who reward the firm with repeated engagements.

R&Q believes architecture combines the art of response and the science of building. Working with the Owner, the design team will review the programmatic information prepared for this project and develop a design proposal that addresses urban design, site design, building design, construction processes and cost management.

##### Cost Control

For the Doral Police Sub-station Project, Armando Perez, MCM’s Lead Estimator and his team will validate the City’ budget with cost estimates at every phase of design, beginning with schematics, design development and continuing on through 100% construction documents.

During the **Schematic Design Budget Estimate**, the overall cost format for this project will be established so the intended project components, elements or facilities can be properly tracked during estimate progression. Coordination with the designers on use of applicable structure and enclosure systems, material finishes, appropriate mechanical systems for its intended use including pipe materials, sizing and routing will be coordinated with Rodriguez & Quiroga in parallel as the drawings are being developed. This col-

*The City’s main point of contact will be Leonor Flores, our Sr. Project Manager. In case any issues that require escalation arise, the City of Doral will have direct access to Jorge Munilla, as principal in charge for this project. Jorge is a Managing Member of the Board of Directors and has decision making power to ensure swift action is taken to solve any situation quickly.*





## 2. EXPERIENCE AND QUALIFICATIONS



### ADMINISTRATION & MANAGEMENT

laboration will ensure the project will meet its intended performance and specification requirements while maintaining cost effectiveness.

The Design Development Budget Estimate will be prepared when the Design is at approximately 80% complete or as requested by City of Doral. A more detailed quantity takeoff will be involved with fewer assumptions made during the Schematic Design Budget Estimate. At this phase of design, the A/E should still be flexible in implementing design changes to achieve the desired intent. Cost estimates will be provided at each milestone deliverable to ensure compliance with the overall budget.

During Progress Deliverable Submissions such as 50%, 90% and 100% construction documents, the Budget Estimate will be fine tuned to address design clarifications and any change that may have occurred during the final design stages including price confirmation. Our team will also work with the City of Doral on providing a summary of potential alternates with cost estimates during pre-construction. The alternate summary list will provides the client menu options to implement certain materials and/or systems into the project if they so choose.

### Scheduling

MCM takes the utmost pride in our excellent reputation for completing complex, cutting-edge projects ahead of schedule. In our thirty years of conducting business, we have never incurred liquidated damages or been penalized in any way for failing to complete a contract on time. As a dedicated practitioner of Critical Path Method scheduling and Earned Value Management, our record inspires such confidence that it is not unheard-of for our clients to schedule a major event at their new facility the very same day that construction is due to be completed. A more detailed narrative addressing our Schedule Control Methodology is included under Section 3 Time of Performance.

### Significant Difficulties

After thorough analysis of the project documents we have concluded no significant difficulties should be encountered on this project. However, we have identified 4 challenges, which we believe can be resolved with proper planning and coordination with the appropriate regulatory agencies:

- **Wetland Mitigation:** We experienced this issue during the construction of Westland Hialeah Sr. High School. This project had an accelerated schedule which did not allow for any delays. This project was located on a low lying 6 acre parcel of which 1 acre was designated a Federal Wetland. This required Federal permits and the purchase of environmental mitigation credits in Everglades National Park prior to commencing work on that acre. To circumvent this constraint, the MCM team isolated and began working around the wetland area. Our schedule had to establish the different areas which required 8 separate permits to avoid the impact of the wetland issue. Re-sequencing construction activities was done to mitigate the delays. The end result was a timely delivery of the complete project. A similar approach will be considered in order to avoid delays on the Police Sub-station Schedule.
- **Extensive De-mucking:** The design criteria calls for demucking the entire site. This is an expensive operation, which we have included as a separate item on our price proposal for ease of review. In addition, this process might become a long lead item depending on the type of materials uncovered during the operation. The geotechnical report advises the potential presence of construction debris within the 2 feet of surficial organic soils.
- **Left turn on Southbound lane of 97th Avenue:** The MCM+R&Q Team will coordinate with the City of Doral and Miami-Dade County Public Works Traffic Division during the planning stages of the project, in order to analyze the proper signalization and detour for this new crossing.





## 2. EXPERIENCE AND QUALIFICATIONS



### ADMINISTRATION & MANAGEMENT

- **FP&L Pole Relocation:** The current design criteria calls for the north entrance to the Police Sub-station to be located where a major FP&L pole currently exists. In order to avoid extensive coordination and a costly operation to FP&L, we would suggest looking at an alternate design that would allow constructing the entrance around this facility. This analysis can be done in conjunction with the City to determine the most suitable solution.

### Communications Plan

Our internal coordination plan will focus on efficient and seamless communication for the implementation of the design approach. Our communication protocol includes weekly team meetings with key staff to prioritize action items and provide updates to the two-week look ahead schedule for design and construction. While our approach includes formal, regularly scheduled meetings, our team will maintain continuous communication among the design discipline leads and their construction counterparts. Communication will include one-on-one discussions, design coordination meetings, and task force meetings. All meetings minutes will be recorded and shared with attendees. Our team will use a web-based project collaboration tool (Expedition Software) to streamline file sharing with the City of Doral and other project stakeholders as necessary. Our team will efficiently share progress plan sets, design reports, CADD files, meeting minutes, or schedules in an organized and secure platform. Our External coordination plan will also include weekly meetings with the City of Doral officials and if applicable, the designated CM team. These meetings will be used to coordinate design decisions and reviews early and continuously throughout design development. As a function of these meetings, the MCM+R&Q Team will ensure that the City, as well as all project stakeholders, are informed on the advancement of the entire design phase.

For the Construction phase, an initial pre-construction meeting will be held to establish all construction-related points of contact. Emergency contact information for MCM will be established and shared with all agencies involved, including emergency response, police, highway patrol, fire, WASD, Southern Command and City of Doral Public Works, as well as other utility companies with facilities within the project limits.

### Safety

#### A CLEAN JOB IS A SAFE JOB!

As part of MCM's pre-emptive approach to construction debris & dust control, MCM will employ full time labor on both project sites to assist subcontractors in daily clean-up.



MCM will provide a full time Safety Manager on any given major capital project. During key activities, our Safety Manager will ensure that all possible safety precautions are adhered to. MCM has a Zero Tolerance policy when it comes to safety. Anyone or any subcontractor not abiding by MCM's stringent safety program will be terminated from the project immediately.

Our Safety Manager will be involved in key pre-construction meetings. He/she will review the subcontractor safety plan and coordinate the Task Specific Safety Plan for all key project activities. For instance, with regard to erection activities, work zones will be clearly defined, rigging procedures reviewed, crane certification verified, erector's personnel qualifications reviewed, safety procedures reviewed with personnel, swinging procedures defined, and proper barricades and signage implemented.

The Safety Manager will be present at all weekly subcontractor coordination meetings, and his/her feedback will be the foremost consideration of the site's superintendent(s). Additionally, the Safety Manager will have a direct line to MCM's executive-level management, guaranteeing that no safety concerns are ever 'swept under the rug'.





## 2. EXPERIENCE AND QUALIFICATIONS

ii.a

### IDENTIFICATION OF KEY PERSONNEL Design-Builder

## Armando Perez, P.E., Chief Estimator

### Summary of Qualifications

Armando Perez has over 41 years of comprehensive experience in building construction projects in the aviation, municipal, commercial, educational, and residential market sectors. Armando brings responsibility and accountability for the cost estimating process and system, cost and credit estimate and studies, analysis of actual cost data and variance, calculation and analysis of cost contingency and the cost engineering activities for multiple projects. He applies his expertise to supervise the work of cost engineers and estimators. He is a graduate of Florida International University and is a licensed Professional Engineer. Armando is also a State of Florida Certified Uniform Building Code Inspector, General Contractor and a LEED accredited professional.

### Relevant Project Experience Summary

#### CITY OF HOMESTEAD POLICE STATION, Homestead, FL

**Cost:** \$15 M | **Delivery Method:** Design-Bid-Build | **Size:** 54,500 SF

**Architect:** **Rodriguez & Quiroga.** The new City of Homestead Police Station will consist of a new three-story, 54, 568 SF, police facility, with a one story ancillary building and on-site parking on 5.2 Acres. The floors will have approximately 18,000 SF of space per floor that will support daily field operations on the first level. The second level will be composed of offices for investigation, code compliance and auxiliary rooms. The third level will be dedicated for administrative office supporting the police operations.

#### HOMESTEAD CITY HALL, Homestead, FL

**Cost:** \$11M | **Delivery Method:** Design-Bid-Build | **Size:** 83,000 SF

**Architect:** **Rodriguez & Quiroga.** The project consist of the construction of an 84,000 SF, 3-story New City Hall with Council Chambers occupancy for over 250 persons, emergency operations center, Mayor and City Manager’s Office, Council Member’s offices, Building Department, Public Works, and IT System support rooms and associated electrical and infrastructure rooms.

#### MIAMI-DADE FIRE RESCUE TRAINING CENTER, Doral, FL

**Cost:** \$25.2M | **Delivery Method:** Design-Bid-Build | **Size:** 58,000 SF

#### OUR LADY OF GUADALUPE CATHOLIC CHURCH, Miami, FL

**Cost:** \$9.0 M | **Delivery Method:** Design-Build | **Size:** 32,000 SF

#### PORT MIAMI CRUISE TERMINAL D EXPANSION, Miami, FL

**Cost:** \$8.1 M | **Delivery Method:** Design-Bid-Build | **Size:** 27,000 SF

#### MIAMI-DADE ISD TRADE SHOPS FACILITY, Miami, FL

**Cost:** \$13.1 M | **Delivery Method:** Design-Build | **Size:** 100,000 SF



### Years of Experience

41 years

### Education

Bachelor of Science in Structural Engineering, Florida International University, 1976

### Registrations & Professional Affiliations

- Registered Professional Engineer, Florida # 28026
- Florida Certified General Contractor # CGC009896
- Florida Certified Uniform Building Code Inspector
- LEED AP BD+C



+ RODRIGUEZ AND QUIROGA





## 2. EXPERIENCE AND QUALIFICATIONS

### Leonor L. Flores, Sr. Project Manager

#### Summary of Qualifications

Leonor Flores has 20 years of experience in the construction industry serving as both a senior project manager, project manager and project engineer on a variety of projects in South Florida. Leonor is a LEED accredited Professional and is trained in LEED project management, sustainable construction and certification. As Senior Project Manager, Leonor is responsible for the administration of all contractual requirements for the project, as well as the maintenance of the budget and schedule. She maintains all subcontractor agreements, purchase orders, meeting minutes, shop drawing logs, and other important project documentation. She ensures the complete and satisfactory execution of the project by establishing and maintaining relationships with Palmer Trinity, Civica and the design professionals, subcontractors, building officials, end-user groups, the local community and all other project share holders.

#### Relevant Project Experience Summary

**CITY OF MIRAMAR POLICE HEADQUARTERS**, Miramar, FL

**Cost:** \$23 M | **Delivery Method:** Design-Build | **Size:** 80,000 SF

This LEED Silver project will be the new headquarters for the Miramar Police Department. The multi-use facility will house retail space on the first floor, leaving the upper two floors for the Miramar PD. The Police Headquarters Facility will be comprised of office spaces for the Police Chief, Assistant Chief and command staff; community policing bureau; special operations, support services and patrol officers; conference rooms; detention area; community meeting room; gym, and related facilities.

**CITY OF HOMESTEAD POLICE STATION**, Homestead, FL

**Cost:** \$15 M | **Delivery Method:** CM-at-Risk | **Size:** 54,568 SF

**MIAMI NORLAND SENIOR HIGH**, Miami, FL

**Cost:** \$34.2 M | **Delivery Method:** CM at Risk | **Size:** 153,000 SF

**JORGE MAS CANOSA MIDDLE SCHOOL**, Miami, FL

**Cost:** \$25 M | **Delivery Method:** Design-Build | **Size:** 50,000 SF

**KEY BISCAYNE K-8 CENTER**, Key Biscayne, FL

**Cost:** \$8.2 M | **Delivery Method:** Design-Build | **Size:** 80,000 SF

**COCONUT PALMS K-8**, Naranja, FL

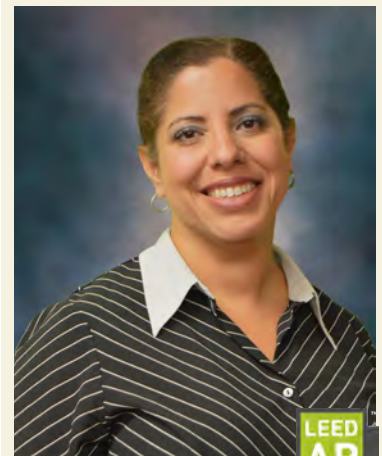
**Cost:** \$32 M | **Delivery Method:** CM-at-Risk | **Size:** 162,000 S

**MIAMI NORLAND SENIOR HIGH SCHOOL**, Miami, FL

**Cost:** \$34 M | **Delivery Method:** CM-at-Risk | **Size:** 153,000 SF

**MAST ACADEMY ADDITION AND RENOVATION**, Miami, FL

**Cost:** \$19 M | **Delivery Method:** CM-at-Risk | **Size:** 12,172,731 SF



#### Years of Experience

20 years

#### Education

Bachelor of Science in Construction Management, Florida International University 1998

#### Registrations & Professional Affiliations

- LEED AP BD+C
- OSHA 30-Hour Certification
- US Green Building Council Member
- CMiC, Expedition 9.0, Prolog, P6

#### References

Julio Brea, City of Homestead  
jbrea@cityofhomestead.com  
(305) 224-4401

Honoriu Filimon, FIU  
filimonh@fiu.edu  
(954) 907-6936

Marilyn Capon, M-DCPS  
mcapon@dadeschools.net  
(786) 256-2860



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## 2. EXPERIENCE AND QUALIFICATIONS

### Juan Campos, Project Manager

#### Summary of Qualifications

Juan Campos is a proactive, results-oriented Senior Project Manager with 26 years of comprehensive experience in complex construction projects in the parking garage, education, commercial and institutional market sectors. Juan is a graduate of Florida International University, and is OSHA 30 hour certified. He is responsible for overall project coordination and supervision including, coordination of all logistics for project start-up, instilling and ensuring a safe project environment, assuring that all project documentation are kept and maintained, and attending regular meetings with the project owner to address critical items and maintain a positive and professional relationship. Juan is a proven team leader who generates positive results while maintaining quality control and safety objectives.

#### Relevant Project Experience Summary

##### CITY OF HOMESTEAD POLICE STATION, Homestead, FL

**Cost:** \$15 M | **Delivery Method:** Design-Bid-Build | **Size:** 54,500 SF

**Architect:** **Rodriguez & Quiroga.** The new City of Homestead Police Station will consist of a new three-story, 54, 568 SF, police facility, with a one story ancillary building and on-site parking on 5.2 Acres. The floors will have approximately 18,000 SF of space per floor that will support daily field operations on the first level. The second level will be composed of offices for investigation, code compliance and auxiliary rooms. The third level will be dedicated for administrative office supporting the police operations.

##### SEMINOLE THEATER, Homestead, FL

**Cost:** \$4.6 M | **Delivery Method:** CM-at-Risk | **Size:** 54,568 SF

##### FIU FOOTBALL STADIUM NORTHSIDE EXPANSION, Miami, FL

**Cost:** \$4.4 M | **Delivery Method:** CM-at-Risk | **Size:** N/A

##### AVENTURA GOVERNMENT CENTER PARKING EXPANSION, Aventura, FL

**Cost:** \$3.8M | **Delivery Method:** Design-Bid-Build | **Size:** 80,000 SF

##### MIAMI-DADE ISD WEST LOT MULTI-USE PARKING FACILITY, Miami, FL

**Cost:** \$15.4M | **Delivery Method:** Design-Build | **Size:** 55,000 SF

##### MIAMI-DADE FIRE RESCUE TRAINING CENTER, Doral, FL

**Cost:** \$25.2M | **Delivery Method:** Design-Bid-Build | **Size:** 58,000 SF

##### HIALEAH REVERSE OSMOSIS WATER TREATMENT PLANT, Hialeah, FL

**Cost:** \$7.9M | **Delivery Method:** Design-Build | **Size:** N/A



#### Years of Experience

26 years

#### Education

Bachelor of Science in Construction Management, Florida International University 1999

#### Registrations & Professional Affiliations

- OSHA 30 Hour
- Primavera Project Management (P6) Software Advanced User
- CPR/First Aid Certified

#### References

Julio Brea, City of Homestead  
jbrea@cityofhomestead.com  
(305) 224-4401

Daniel Paan, FIU  
daniel.paan@fiu.edu  
(305) 348-2000

Angela Lamela, MDR  
alamela@miamidade.gov  
(305) 799-7889



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## 2. EXPERIENCE AND QUALIFICATIONS

### Jerry Rivera, Superintendent

#### Summary of Qualifications

Angel Rivera has 30 years of complex construction experience which enables him to oversee all field operations. He/she has the ability to provide on-site solutions to almost any design or construction issue in order to avoid construction delays and increased costs. Angel has an extensive array of project experience in the educational and municipal market sectors. He is responsible for the overall scheduling, coordination and supervision of all field activities to ensure the successful and timely completion of the project. Some of his specific project job tasks include, coordination of all on-site functions, assisting project management in developing schedules, project standards and implementing working documents, forecasting and enforcing timely execution of work, maintaining updated as-builts and daily reports, monitoring compliance with MCM's Safety Program, maintaining quality control in every aspect of the project, and assume responsibility for productivity, efficient use of materials and equipment, and contractual performance. Angel's professionalism and demeanor produce safe and well organized job sites where quality and cost effectiveness are optimized

#### Relevant Project Experience Summary

##### COLLEGE OF POLICING & LAW STUDIES, Miami, FL

Cost: \$35.5M | Delivery Method: CM At-Risk

Landscape Architect: **Curtis & Rogers**. This shared facility between the City of Miami and Miami-Dade County Public Schools, is a four story building for grades 9-12 and training center for the Miami Police Department. Highlights include classrooms, forensic labs, kitchen, gym and gun-range.

##### M-DCPS GOB DEFERRED MAINTENANCE SCHOOLS, Miami, FL

Cost: \$6.1M | Delivery Method: CM At-Risk

##### DAVID FAIRCHILD ELEMENTARY SCHOOL, Miami, FL

Cost: \$11M | Delivery Method: CM At-Risk

##### SEMINOLE ELEMENTARY SCHOOL, Miami, FL

Cost: \$11M | Delivery Method: CM At-Risk

##### SYLAVANIA HEIGHTS ELEMENTARY SCHOOL, Miami, FL

Cost: \$11M | Delivery Method: CM At-Risk

##### MIAMI JACKSON SENIOR HIGH, Miami, FL

Cost: \$69M | Delivery Method: CM At-Risk



#### Years of Experience

30 years

#### Registrations & Professional Affiliations

- OSHA 30 Hour
- First Aid Training
- Environmental Compliance Training System
- Storm Water Management Inspector
- CPR Certified
- Backhoe & Heavy Equipment Operator

#### References

Father Paul Vuturo, St. Louis  
frpaul@stlcatholic.org  
(954) 647-3468

Luis F. Rodriguez, MDCPS  
lfrodriguez@dadeschools.net  
(305) 807-6542

Alberto Marin, MDCPS  
almarin@dadeschools.net  
(305) 955-4706





## 2. EXPERIENCE AND QUALIFICATIONS

### Raul L. Rodriguez, AIA Principal

#### Summary of Qualifications

Raul L. Rodriguez, AIA, is a registered architect in the State of Florida with more than 40 years of experience in the fields of architecture, urban design and interior design. His experience includes all phases of educational, commercial, governmental, industrial, and residential developments. Raul currently serves as Chairman of the Board of Mel Fisher Maritime Museum, served as Chairman of The Florida Building Commission, Chairman of Miami-Dade County Art in Public Places Trust and Chairman of the Board of History Miami.

#### Relevant Project Experience Summary

**CITY OF HOMESTEAD CITY HALL, Homestead, FL**

Role: Principal | Cost: \$25M | Size: 83,000GSF | Contractor: **MCM**

**CITY OF HOMESTEAD POLICE HEADQUARTERS, Homestead, FL**

Role: Principal | Cost: \$14M | Size: 54,500 GSF | Contractor: **MCM**

**CITY OF MIAMI, SOUTH DISTRICT POLICE STATION, Miami, FL**

Role: Principal | Cost: \$2.1M | Size: 17,000 SF

**MIAMI-DADE WATER/SEWER DEPARTMENT, Miami, FL**

Role: Principal | Cost: \$29.5M | Size: 156,000 SF

**MIAMI DADE COLLEGE TRAINING FACILITY, Miami, FL**

Role: Principal | Cost: \$4.8M | Size: 10,000 SF

**MIA TERMINAL-WIDE IMPROVEMENTS, Miami, FL**

Role: Principal | Cost: \$193M | Size: 919,000 SF | Contractor: **MCM**

### Benito A. Carmona, Civil Engineer

#### Summary of Qualifications

Benito A. Carmona, has 42 years of experience in civil engineering for the private and public sector. His public agency experience includes Miami-Dade County, Miami-Dade Aviation Department, the City of Miami, the City of Homestead, the City of Doral and the State University System of Florida.

#### Relevant Project Experience Summary

**CITY OF HOMESTEAD CITY HALL, Homestead, FL**

Role: Civil Engineer | Cost: \$25M | Size: 83,000GSF | Contractor: **MCM**

**CITY OF HOMESTEAD POLICE HEADQUARTERS, Homestead, FL**

Role: Civil Engineer | Cost: \$14M | Size: 54,500 GSF | Contractor: **MCM**

**CITY OF MIAMI, SOUTH DISTRICT POLICE STATION, Miami, FL**

Role: Civil Engineer | Cost: \$2.1M | Size: 17,000 SF

**MIAMI-DADE WATER/SEWER DEPARTMENT, Miami, FL**

Role: Civil Engineer | Cost: \$29.5M | Size: 156,000 SF

**MIAMI DADE COLLEGE TRAINING FACILITY, Miami, FL**

Role: Civil Engineer | Cost: \$4.8M | Size: 10,000 SF

**MIA TERMINAL-WIDE IMPROVEMENTS, Miami, FL**

Role: Civil Engineer | Cost: \$193M | Size: 919,000 SF | Contractor: **MCM**



#### Years of Experience

41 years

#### Education

Bachelor of Architecture  
University of Miami

#### Registrations & Professional Affiliations

- Architecture, State of Florida AR0006237
- National Council of Architectural Registration Boards



#### Years of Experience

42 years

#### Education

Bachelor of Science in  
Civil Engineer  
University of Miami

#### Registrations & Professional Affiliations

- Engineer, State of Florida PE 17040





## 2. EXPERIENCE AND QUALIFICATIONS

ii.b

### IDENTIFICATION OF KEY PERSONNEL Sub-consultants

#### **Pedro J. DuQuesne, P.E.** – Partner

##### Summary of Qualifications

Mr. DuQuesne has been part of DDA Engineers, P.A. since 1973. Mr. DuQuesne’s experience include the design of numerous award winning private, commercial and government projects including steel, concrete and composite structures. Mr. DuQuesne has been the principal structural engineer for many significant buildings in the South Florida area. Mr. DuQuesne’s philosophy is to render structural engineering services in a comprehensive, creative, professional and understanding manner working with clients to achieve and exceed their expectations.

##### Relevant Project Experience Summary

**DORAL CITY HALL & PARKING GARAGE**, Doral, Florida  
Role: Structural Engineer | Cost: \$12M | Size: 62,371 SF

**CITY OF HOMESTEAD CITY HALL**, Homestead, FL  
Role: Structural Engineer | Cost: \$25M | Size: 83,000GSF | Contractor: **MCM**

**CITY OF HOMESTEAD POLICE HEADQUARTERS**, Homestead, FL  
Role: Structural Engineer | Cost: \$14M | Size: 54,500 GSF | Contractor: **MCM**

**CITY OF MIAMI BEACH MULTI-PURPOSE PARKING FACILITY**, Miami, Florida  
Role: Structural Engineer | Cost: \$26M | Size: 32,000 SF

**DORAL NORTH & SOUTH PASEO PARKING GARAGES**, Doral, Florida  
Role: Structural Engineer | Cost: \$7.7M | Size: 109,328 SF

**CUBAN MUSEUM**, Miami, Florida  
Role: Structural Engineer | Cost: \$4M | Size: 15,000 SF

**MIAMI SCIENCE MUSEUM**, Miami, Florida  
Role: Structural Engineer | Cost: \$275M | Size: 250,000 SF



##### Years of Experience

42 years

##### Education

Bachelor of Science, Civil Engineering, Louisiana State University – 1971

##### Registrations & Professional Affiliations

- Registered Professional Engineer, State of Florida  
Special Inspector
- American Society of Civil Engineer Florida  
Structural Engineers Association



+ RODRIGUEZ AND QUIROGA



## 2. EXPERIENCE AND QUALIFICATIONS

### Eric T. Johnson PE, *President*

#### Summary of Qualifications

EMTec Corporation is a multi-discipline consulting Electrical and Mechanical Engineering firm located in Coral Gables, Florida, serving clients throughout South Florida, the Caribbean, and Latin America. Engineering services provided include heating, ventilation and air conditioning (HVAC), plumbing, sanitary, electrical, fire protection, life safety, lighting, energy management, building automation and security systems design, as well as engineering construction management. Since our inception in 1984, our main focus has been providing our clients the best possible engineering solutions and designs. We have maintained a dedicated client base by our commitment to serving our clients' needs on time and within budget. We have observed our engineering designs performed over time and have gained invaluable experience as to what has worked well and what has not. This experience enables us to incorporate value engineering in every task we perform, from system and equipment selection, life cycle analysis, future flexibility, maintenance of utility service through phased design, future flexibility through proper access design to afford maintenance of the equipment and systems.

Eric graduated BSME from Florida International University in 1988 and has extensive depth and experience working in engineering design and project management in building construction projects in a multitude of varied sectors. Project design and management experience includes; private, institutional, commercial, military, and local governments. Involvement includes engineering cost estimating, concept design, design completion, code application, performance studies, and engineering advisement.

Along with his engineering and management experience, Eric has participated in and coordinated in numerous LEED projects, including design and participation in attaining Gold Certification for a recently completed commercial retail space in the Miami-Design District.

#### Relevant Project Experience Summary

**MDC NORTH CAMPUS AC POOL RENOVATION & EXPANSION**, Homestead, FL  
**Role:** MEPF Engineer | **Cost:** \$4.8 M | **Size:** 10,000 GSF

**CITY OF HOMESTEAD CITY HALL**, Homestead, FL  
**Role:** MEPF Engineer | **Cost:** \$25M | **Size:** 83,000GSF | **Contractor:** **MCM**

**CITY OF HOMESTEAD POLICE HEADQUARTERS**, Homestead, FL  
**Role:** MEPF Engineer | **Cost:** \$14M | **Size:** 54,500 GSF | **Contractor:** **MCM**



**Years of Experience**  
32 years

**Education**  
Bachelor of Science in  
Civil Engineer  
University of Miami

#### Registrations & Professional Affiliations

- Engineer, State of Florida  
PE 17040





## 2. EXPERIENCE AND QUALIFICATIONS

### Aida M. Curtis, *Principal in Charge*

#### Summary of Qualifications

Ms. Curtis has over 29 years of experience on a variety of project types including park design, urban design and corporate/commercial design. Ms. Curtis' strong management and technical skills have produced many outstanding projects. She has worked on a number of multidisciplinary teams and has been responsible for producing complex bid packages.

Ms. Curtis specializes in seeking consensus in complex multi-disciplinary projects. Through effective communication skills, Ms. Curtis navigates through complex issues, by illustrating alternatives and addressing specific issues with multiple interested parties. Her ability to present ideas, and analyze multiple solutions has been a key skill in achieving consensus. Her experience in public projects, has provided her with a depth of knowledge, and strategies, that can be utilized during Community Input and Public Involvement sessions.

Ms. Curtis commitment to sustainability and improvement to the public realm is the hallmark of projects developed under her supervision. Her solutions are creative, practical and cost-effective. She prides herself in giving clients personalized attention and direct involvement in their projects. Her technical abilities, strategic decision-making and her continuing growth in current issues are assets to all the projects, the firm undertakes.

#### Relevant Project Experience Summary

**GSA FEDERAL BUILDING**, Miramar, FL

Role: Landscape Architect | Cost: \$136,000,000 | Size: 474,801 SF

**SOUTH DADE CULTURAL CENTER**, Miami, FL

Role: Landscape Architect | Cost: \$136,000,000 | Size: 474,801 SF

**AMERICAN AIRLINES ARENA**, Miami, FL

Role: Landscape Architect | Cost: \$2,500,000 | Size: 70 acres

**JACKSON MEMORIAL HOSPITAL**, South Campus: Miami, FL

Role: Landscape Architect | Cost: \$1,000,000 | Size: 167,000 SF

**WILKIE D. FERGUSON JR. U.S. FEDERAL COURTHOUSE**, Miami, FL

Role: Landscape Architect | Cost: \$163,000,000 | Size: 77,784 SF

**FT. LAUDERDALE AIRPORT CAR RENTAL CAR FACILITY**, Ft. Lauderdale, FL

Role: Landscape Architect | Cost: \$1,760,000 | Size: 4,400,000 SF



#### Years of Experience

29 years

#### Education

Texas A&M University  
Bachelor of Science in  
Landscape Architecture -  
1983

#### Registrations & Professional Affiliations

- Registered Landscape Architect in the State of Florida - LA 0001330
- Member – The American Society of Landscape Architects

#### Awards

- ASLA Certificate for Excellence in the Study of Landscape Architecture



+ RODRIGUEZ AND QUIROGA



## 2. EXPERIENCE AND QUALIFICATIONS

### Jason A. Mاتيacio PE | LEED AP BD+C | BEMP

Commissioning Agent

#### Summary of Qualifications

Mr. Mاتيacio brings years of project management and mechanical engineering experience to the SEQUIL team. His portfolio includes the completion of hundreds of energy models ranging from ESCO projects to LEED certification, management of mechanical, electrical, and plumbing (MEP) design and construction projects including site utilities, energy plant design and optimization, and mechanical system design of new construction and existing building renovation projects. As a technical expert on energy modeling and indoor air quality, Mr. Mاتيacio complements the SEQUIL approach to commissioning with his knowledge of mechanical design, construction and building optimization.

#### Relevant Project Experience Summary

Mr. Mاتيacio has been involved in all aspects of building engineering from design to project management. His portfolio includes commercial, marine technology, residential, laboratory/research, and education facilities. He has been the Mechanical Engineer-of-Record for minor and major projects at commercial and institutional facilities.

**UM RSMAS MARINE TECHNOLOGY AND LIFE SCIENCES COMPLEX**, Miami, FL

Role: LEED Commissioning Agent | Cost: \$33 | Size: 92,000 SF

**UF HEAVENER HALL**, Gainesville, FL

Role: LEED Commissioning Agent | Cost: \$23,000,000 | Size: 56,000 SF

**UF CANCER AND GENETICS RESEARCH COMPLEX**, Gainesville, FL

Role: LEED Commissioning Agent | Cost: \$85,000,000 | Size: 280,000 SF

**UF WALKER HALL CHILLER PLANT OPTIMIZATION**, Gainesville, FL

Role: Mechanical Designer | Cost: \$3,000,000 | Size: 2000-ton Chiller

**USF IDR LABORATORY RENOVATIONS**, Gainesville, FL

Role: Mechanical EOR | Cost: N/A | Size: 20,000 SF

**UF ADMINISTRATION BUILDING HVAC RENOVATIONS**, Marianna, FL

Role: Mechanical EOR | Cost: \$N/A | Size: 8,000 SF



#### Years of Experience

9 years

#### Education

University of Florida,  
Gainesville, FL

-B.S. Mechanical  
Engineering, 2007

-Minor Business  
Administration, 2007

#### Registrations & Professional Affiliations

- Florida Professional Engineer No. 75489
- ASHRAE Building Energy Modeling Professional
- USGBC LEED AP BD+C No. 10645638





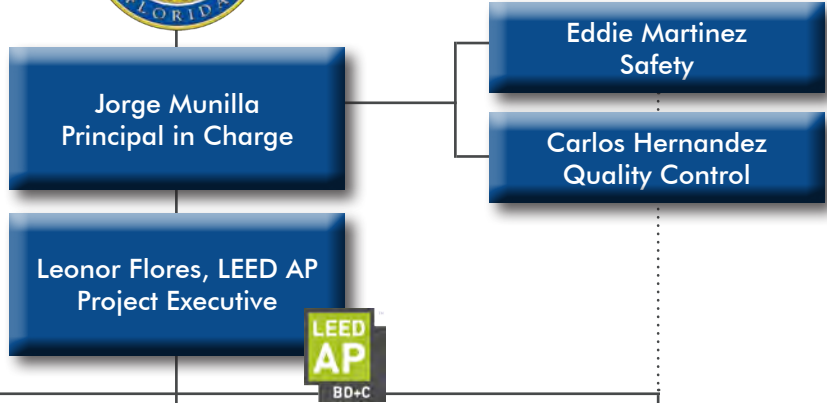


# 2. EXPERIENCE AND QUALIFICATIONS

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## ORGANIZATIONAL CHART

Potential Sub-contractors	Trade
MCM Civil	Site Civil
MCM Civil	Water Main Ext., Offsite Work
MCM Civil	Demucking
Arazoza Bros	Landscaping, Irrigation
MCM	Concrete Shell, Masonry
M&M Steel	Structural Steel, Metal Deck
Institutional Products	Cabinetry
Advance Roofing	Roofing
Ocean Glass	Alum/Glass
MCM	Interior finishes
MCM	Specialties
Century Fire	Fire Sprinklers
Ximeno Plumbing	Plumbing
Coltec Engineering	HVAC
Thevenin Enterprises	Electrical



### DESIGN TEAM

**RODRIGUEZ & QUIROGA**  
 Raul Rodriguez, Principal  
 Benito Carmona, Civil Engineer  
 Ivan Bibas, Project Manager  
 Chris Goertz, Project Architect  
 Mirtha Albeirus, Project Architect

MEPF - EMTec  
 Erick T. Johnson, PE

Structural - DDA  
 Pedro Duquesne, PE

Landscaping - C&R  
 Aida Curtis

LEED - Sequil  
 Jason Maticio, LEED AP

Geotechnical - NV5  
 Garfield Wray, PE



### PRE-CONSTRUCTION TEAM

Erick Valderrama  
 Pre-Construction Manager

Armando Perez  
 Chief Estimator

Ruben Bravo, LEED AP  
 LEED Manager



### CONSTRUCTION TEAM

Juan Campos  
 Project Manager

Jerry Rivera  
 Superintendent

Davion Mori  
 Project Engineer

Design-Buil Team Firm Name	Years	Addresses	Type of Organization
Munilla Construction Management LLC d/b/a MCM	32	6201 SW 70th Street, 2nd Floor, Miami, FL, 33413	LLC
Rodriguez & Quiroga Architects Chartered	32	2100 Ponce de Leon, Mezzanine Coral Gables, FL 33134	Partnership
<b>Subconsultants</b>			
DDA Engineers, PA	26	4930 SW 74th CT. Miami, FL 33155	Corporation
EMTec Corporation	31	250 Catalonia Avenue, Suite 502 Coral Gables, FL 33134	Corporation
Curtis & Rogers Design Studio, Inc.	24	7520 S Red Road, Suite M South Miami, FL 33143	Corporation
Sequil Systems Inc.	13	1 SE 4Th Avenue, Ste. 205 Delray Beach, FL 33483	Corporation



+ RODRIGUEZ AND QUIROGA



## 3. TIME OF PERFORMANCE

### OVERALL PROJECT SCHEDULE PREPARATION

MCM takes the utmost pride in our excellent reputation for completing complex, cutting-edge projects ahead of schedule. In our thirty two years in business, we have never incurred liquidated damages or been penalized in any way for failing to complete a contract on time. As a dedicated practitioner of Critical Path Method scheduling and Earned Value Management, our record inspires such confidence that it is not unheard-of for our clients to schedule a major event at their new facility the very same day that construction is due to be completed.

Our Team will use Primavera P6 to define individual activity relationships, and also to establish and track the project's Critical Path. The schedule will be cost loaded, and if required, will also include resource loading and subcontractor crew sizes. According to the tenets of Earned Value Management, we will track the 'burn rate' for each activity, and will at all times know the exact level of completeness for each individual task, as well as the project's exact overall level of completion.

Our staff is adept at utilizing this software in order to generate reports that are configured specifically to the project's priorities. We will develop with the City of Doral a format appropriate for your project's individual reporting needs. Since this building is a Design Building project the preconstruction, design, design development, permitting construction and post-construction phases of the project will be included in the schedule. All the key Owner, A/E, and Contractor milestones are incorporated. The phases will identify design deliverable milestones for the A/E, permitting milestones, early release packages, critical long lead items, procurement milestones for MCM, and all construction activities including inspections leading to substantial completion. We have evaluated the overall schedule of activities and have confirmed the project can be completed successfully and promptly.

### MASTER SCHEDULE PREPARATION

Once there is concurrence between the City of Doral and our D/B Team on the project's scope and overall duration, we will next identify individual activities, activity durations, commensurate resources to be applied to each activity, and the precise relationship of every individual activity to every other. The schedule will represent all the major activities previously broken down by Work Breakdown Structure (WBS) and grouped into 3 major phases (Pre-construction, Construction, Post-Construction). MCM will draft a Preliminary CPM schedule for review and coordination with the Team. Relationships between major milestones and durations will be established in a partnering environment. After the Preliminary CPM Schedule has been reviewed by the Team, a thorough and detailed formation of our Baseline Schedule will be created. This Baseline Schedule is prepared in network form, and will clearly enumerate the following:

- Design Document Development Milestones
- Permitting Durations
- Necessary Calculation Durations
- The Project's Work Breakdown Structure (WBS)
- Dates for Shop Drawings, Submittals, and Delivery of Long-Lead Items
- Major Construction Milestones
- Individual Construction Activity Durations and Relationships
- LEED Documentation and Commissioning Durations
- Preliminary Cost-/Resource-Loading
- The Project's Critical Path

Once it has been internally peer-reviewed, edited, and a team consensus achieved, this Baseline Schedule will be carried forward as the Master Schedule. All updates will be documented as separate, subsequent files. Our schedules are produced by the Project Manager and Superintendent prior to commencing work.

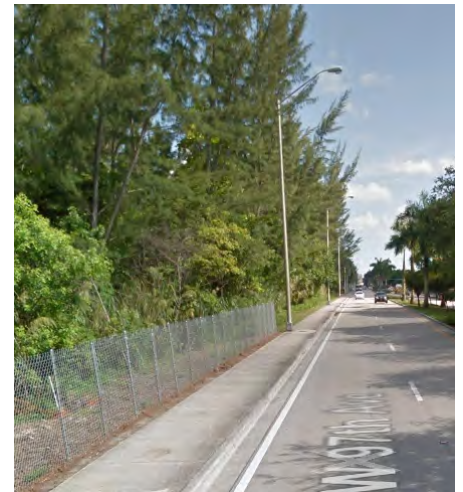




### 3. TIME OF PERFORMANCE

Once it has been internally peer-reviewed, edited, and a team consensus achieved, this Baseline Schedule will be carried forward as the Master Schedule. All updates will be documented as separate, subsequent files. Our schedules are produced by the Project Manager and Superintendent prior to commencing work. MCM follows this approach so key team members are ultimately familiar with the schedule. On a daily basis, the project manager and Superintendent will review and walk the day’s schedule. This allows MCM to know immediately of any issues that might affect the schedule to that a mitigation plan can be prepared. For efficient schedule updates the breakdown of our schedule will identify the activities in the following WBS groups:

- Design & Permitting
- Procurement & Contracting
- Submittals, Approvals, Fabrication and Delivery
- Site-Work
- Foundations & Structural Shell
- Mechanical / Electrical / Plumbing & Fire Protection
- Doors & Windows
- Waterproofing & Dry-in
- Finishes
- Closeout & Commissioning
- Warranty & Warranty Walk Through



The relocation of this FP&L pole located on 97th Avenue, may become a significant delay if project is not redesigned.

#### MASTER SCHEDULE UPDATES

Throughout the life of the project, the Master Schedule will be used to gauge the impact of scope changes and anticipated problems, and to develop strategies for maintaining the overall time frame. The schedule will be updated bi-weekly or more frequently if required, to show actual progress and re-planning, if necessary. This enables the current status of the project to be rapidly determined, if the updated schedules indicate a slippage, problem areas are immediately identified and when required subcontractors are brought together to organize a solution.

In addition to the bi-weekly update, the Superintendent works on a detailed 3-months ahead or 3 weeks ahead schedule based on the stage of the project, which is analyzed at the weekly subcontractor’s mandatory meeting. This approach has provided excellent results on many projects of similar size and scope. The project management team will then meet the critical trades and attempt to resolve any schedule slippages. Primavera 6 allows us to focus on a specific trade or area and generate more detailed sub-schedules (sub-networks) to assist in this task. As such the project’s CPM becomes a working management tool for the City of Doral and our team throughout the life of this project.

#### COORDINATING SUBMITTALS WITH CONSTRUCTION SCHEDULE

One of the keys to effective project management is knowing the procurement process should serve the construction schedule, not the other way around. If work on the jobsite is to proceed efficiently and smoothly, then the material must reach the project before it is to be installed. Otherwise, the work sequence is interrupted and must be altered to accommodate disjointed delivery schedules.

To ensure timely delivery of materials (such as structural members, HVAC, windows, and elevators), MCM will treat the submittal/shop drawing data and procurement tasks as activities, just like the construction activities. We assign scheduled durations to these activities, and the entire string of events that make up the Manageprocurement process can be tied to the appropriate construction activity. MCM will determine the optimal delivery dates from the schedule.





# 3. TIME OF PERFORMANCE

## DORAL POLICE SUB-STATION SCHEDULE NARRATIVE

MCM has evaluated the Doral Police Substation and created the Preliminary CPM schedule. Below is a list of several key long lead activities that pertain to the project:

- **Traffic Control section of MDC Public Works:** Part of the scope of this project is to provide left turn lanes with storage in the southbound half of NW 97th avenue. Although this ROW is within the municipality, MDC Traffic Control may require to review the design. The MDC Department has long review times and may add requirements based on those reviews. The Agency must be contacted early enough during the design process to have ample time to address their requests.
- **Data, Communications, Security and Visual Aids scope (Low Voltage scope):** Design and coordination of the low voltage systems is typically longer than usual because of the amount of scope and personnel involved. Once the equipment is selected, there is the need to design the infrastructure (power locations, empty raceways with pull strings, final locations) with adequate time for the electrical subcontractor to provide that infrastructure during rough-in. Our team will establish needs and design as early as possible, and coordinate with City’s Security Consultant.
- **Special doors, Security glazing:** Special doors and Security Glazing are long lead activities because they are not pre-manufactured, but tailored to the specific project. Our team will begin the procurement process early during construction.
- **Finish Hardware:** The selection of the Finish hardware impacts the production of the hollow metal frames, and is itself impacted by the selection of the Security systems. Although, the actual procurement time may not be long, the selection and approval process prior to procurement is critical.
- **Exterior Aluminum/Glazing Systems:** The exterior aluminum/glazing systems are not remanufactured, and must be provided early enough during construction in order to “dry in” the building envelope and be able to incorporate interior elements. Aluminum/Glass systems require preparation of project specific shop drawings and engineering calculations.

## SUBCONTRACTOR SCHEDULE ADHERENCE

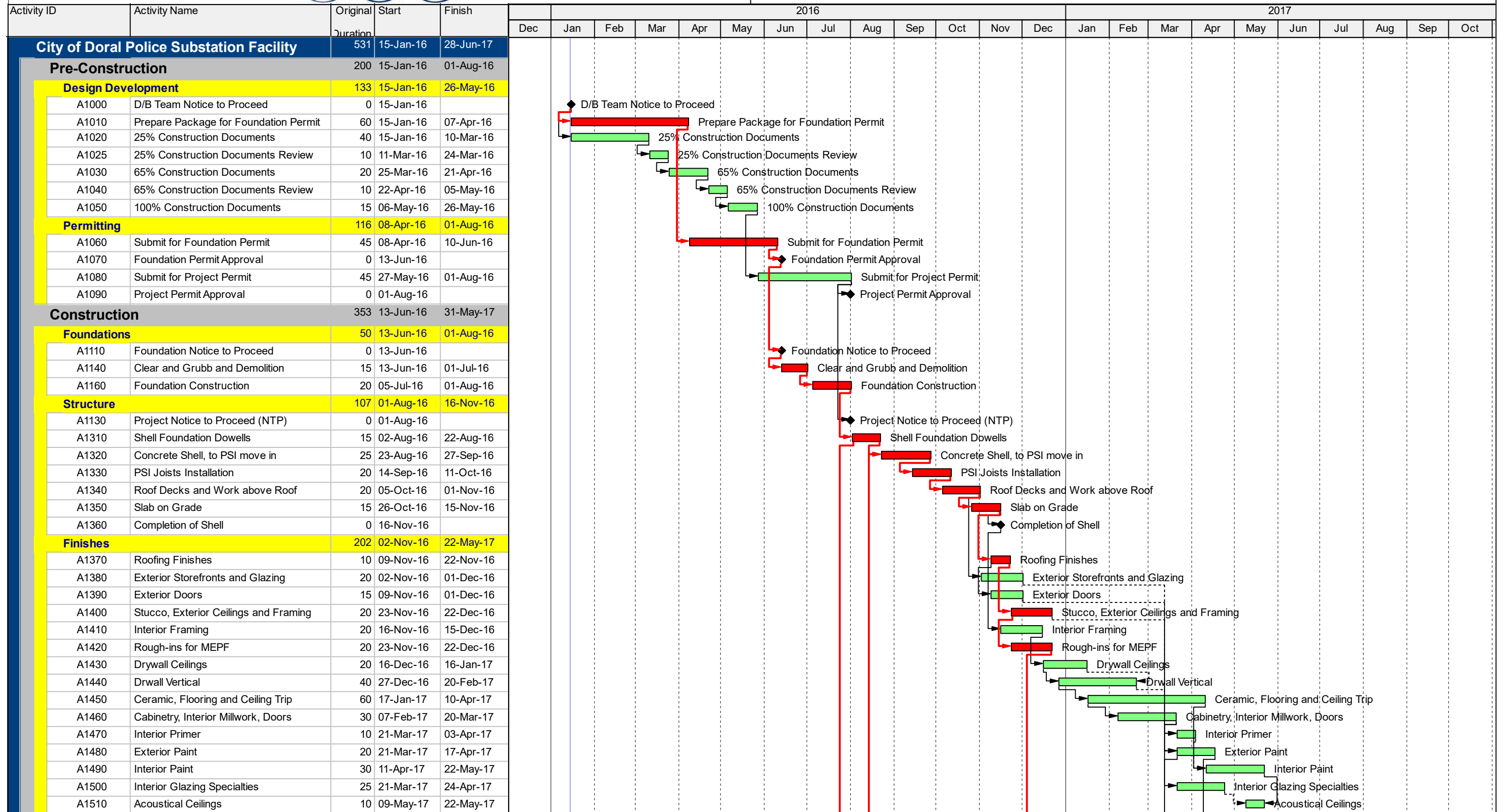
As part of the bidding process, subcontractors are required to review and comply with the milestones established in the Project Master Schedule. The successful trade contractors are required to submit schedules for their work that conform to the overall parameters of the Master Schedule. The subcontractors will specify the manpower levels they intend to maintain in order to complete the work within those parameters. Our team will coordinate these various trade schedules and generate one working CPM schedule, for the project, which includes appropriate sequencing restraints between trades. Monitoring of these schedules and manpower will occur weekly throughout construction.

The Master Schedule will be a major focus of weekly subcontractor coordination meetings. Each subcontractor representative will be required to demonstrate their compliance with the Master Schedule, and this will either be confirmed or refuted by MCM’s superintendent(s) and project manager. Inevitably, individual subcontractors will stray from their Master Schedule requirements, but these weekly meetings will occur regularly-enough and be thorough enough that no subcontractor ‘slippage’ will go unnoticed. Preliminary recovery measures, including overtime and/or manpower increases at the offending subcontractor’s cost, will be discussed on the spot, and will be carried to MCM’s executive management immediately following the meeting. By the following morning, all directives and recovery requirements will be documented and implemented.





# Preliminary Milestone Schedule



█ Actual Work    █ Critical Remaining Work  
█ Remaining Work    ◆ Milestone



# 4. QUALITY

## UNDERSTANDING OF THE SCOPE OF WORK

### The MCM+R&Q Team understanding of the Design Criteria is as follows:

A one story reinforced concrete masonry facility of approximately 12, 700 square feet designed to function as a Police Sub-Station for the City of Doral.

### Design Criteria Drawings Prepared by Wolfberg Alvarez. The Program includes:

- Lobby
- Community Room (100 occupants)
- Workstations
  - (12) Community Police Officers
  - (06) PM Motor Squad
  - (04) Bike Patrol
- Roll Call Room (30 occupants)
- Break Room
- Lockers/ Showers / Restrooms
- Training Room

### Scope of Work:

CD Phase Services

25%

65%

100%

Permitting Phase Services

CA Phase Services

The goal and the intent of the Design Criteria is to provide a functional facility, tailored to the needs of the Department, bringing a focal point to the surroundings creating an architecturally pleasing working environment to the end users of the building. The Design Criteria reinforces the intent to achieve sustainability and energy conservation by LEED certification through a highly efficient HVAC system, insulation values of R-30 for the roof and R-7 for the vertical surfaces, recessed floor mats to control entry of contaminants into the building, and other sustainable features.

This project features distinctive architectural design by sloping structural members, utilizing blue porcelain tile in the exterior and distinctive glazing. Rows of small windows provide architectural rhythm and a modernistic exterior look.

The design criteria package capitalizes on the advantages of the Design Build Delivery method, of guaranteeing design and construction durations and cost controls. At the same time, provides a simplified schematic design and summarized specifications criteria ensuring the City gets the final product with the configuration and functionality envisioned by the user.

MCM envisions no major modifications to the Design, except as dictated by Code requirements. We have extensively used or in-house Value Management techniques, which include dedicated Project Engineers to ensure compliance with quality, warranty and specifications requirements during the submittal and approval

process. We have assigned QA/QC representatives, which work in conjunction with but not under, the project Superintendents, to ensure quality installations, as well as identifying a qualified full time Superintendent to correct any deviations from norm and to supervise all construction. Our qualified Pre-Construction and estimating personnel have experience detecting all possible value engineering items as well as all possible conflicts, to ensure the best value to the City. Because of these, MCM has achieved and maintained ISO 9000 Certification status, which is a highly recognized standard of quality.

## PROJECT APPROACH

This signature project presents several specific issues which MCM has addressed and planned for in specific ways, tailored to the characteristics of the project and the intent of the Design Criteria documents.

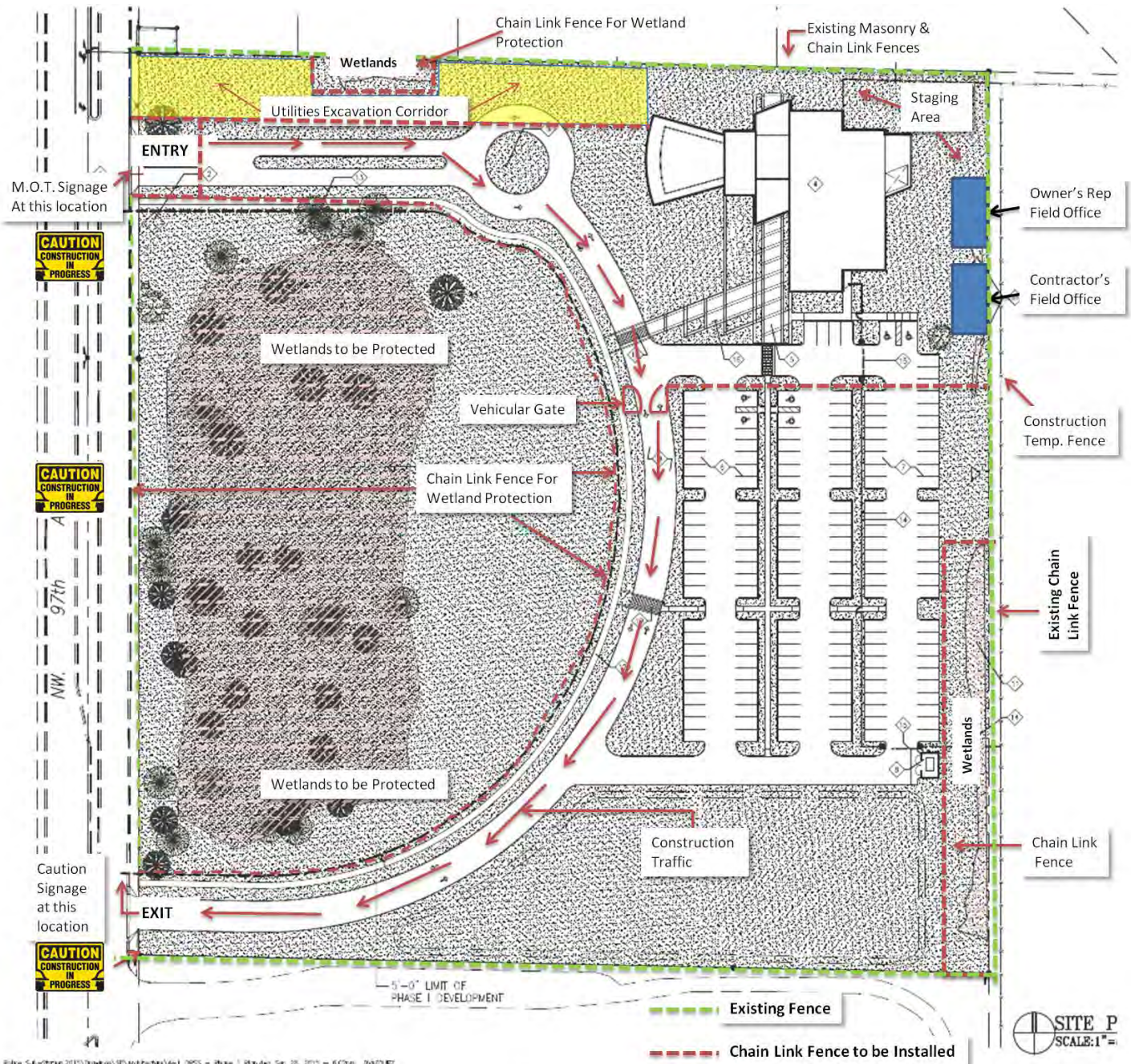
During the Design Phase, it is very important to pursue and secure the permitting by separate construction packages, that is, foundation package and building permit package. We have implemented this procedure, previously mentioned, during the DB construction of Westland Hialeah Senior High, accommodating the project's accelerated schedule and presence of Federal Wetlands in the site. As explained, the MCM team isolated and began work around the delayed area, thus achieving timely delivery of the project. For that reason, our plan for this Doral Police Sub Station Project is to initially isolate the main Wetland area adjacent to 97th avenue, as well as the two smaller areas to the North and East, with adequate chain link fencing, in order to eliminate any possibility of disturbance to those sensitive areas.





# 4. QUALITY

After isolating the wetlands, we will clear and grub the available site area, set up the SWPPP procedures in order to ensure no impact to the offsite areas, and perform the demucking operation as requested in the DC. This operation is relatively costly, resulting in a relatively high cost impact per square foot to the Police Sub-station building since the entire cost is allocated to Phase 1, and not to the future Phase 2 building. We have shown the estimated cost of this operation as a separate line item in the cost breakdown, so the City is aware of the value of the scope. Similarly, the site fill operation will continue immediately after the demucking and replacement with suitable fill, as a natural continuation of the scope. Due to the existing low elevation of the site (approximately Elev +6.00 NGVD), the need to bring the parcel to the required elevation for the Building finished floor ( + 11.50 NGVD) and also the Code required elevations of the parking and site areas around the building, results in also an unusually large cost compared to the relatively small square footage of the Phase 1 building. This cost has also been shown as a separate line item in the cost breakdown. Several site improvements, which will be in place for Phase 2 are being provided



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REQUEST FOR PROPOSAL #2015-35 : CITY OF DORAL | DESIGN-BUILD POLICE SUBSTATION FACILITY



## 4. QUALITY

within the scope of this Phase 1, such as the demucking, site fill of the entire parcel, the roadway around the West wetland area, the water main extension, the offsite turn lane, and others, creating a higher impact per square foot cost for this smaller Phase 1.

After starting site preparation work, MCM will set up the staging area as shown in attached sketch, with the main construction entrance at the main entrance location, the path of travel along the alignment of the interior roadway, and the exit on the South entrance, which allows construction vehicles to access and exit the site by right turns only, thus minimizing impact to 97th Ave traffic. The field offices for both MCM and the Owner's representative, and the staging area will be located towards the East of the building footprint. MCM will isolate the corridor to the North of the property, to allow construction of the utility services to the building separate from construction traffic.

We plan to design the structure with cast-in-place reinforced concrete and reinforced masonry, and install galvanized metal deck and structural steel open web bar joist for the roof decks, thus using smaller cranes and other hoisting equipment. The foundations will be finished by the stipulated August 1st, 2016 date, and the balance of the building will be continued seamlessly thereafter.

The building shell will be advanced enough to allow dry in of the structure by the end of 2016, thus allowing incorporating interior finish materials into the structure. During all of the construction process, we will have MCM LEED personnel to coordinate LEED compliance and documentation with the LEED Administrator, and ensuring Silver Certification upon completion. MCM has experience and accredited personnel in house to ensure a smooth process.





## 5. COST PROPOSAL

November 23, 2015

City of Doral Procurement Division  
8401 N.W. 53 Terrace  
Doral, FL 33166

### RE: DESIGN-BUILD POLICE SUB STATION FACILITY RFP#2015-35- PROPOSAL

We would like to thank the City of Doral, for the opportunity to provide this Design-Build proposal for the above referenced project.

After careful review of the project's drawings, design criteria and details, MCM proposes to provide the scope of work as requested in the RFP, for the amount of \$7,615,000.00 (Seven Million Six Hundred and Fifteen Thousand Dollars).

Thank you.

Sincerely,

Armando R. Perez, P.E.  
Chief Estimator  
MCM





# 5. COST PROPOSAL

CSI	DESCRIPTION	NOTES	ESTIMATED AMOUNT
01	GENERAL CONDITIONS		\$833,000.00
02	SITWORK	PAVING, UTILITIES, FEATURES	\$1,359,900.00
02	EARTHWORK, FILL		\$998,000.00
02	DEMUCKING		\$812,000.00
03 & 04	CONCRETE SHELL		\$491,000.00
05	STRUCTURAL STEEL, METALS		\$243,900.00
06	WOOD & PLASTICS		\$78,600.00
07	THERMAL & MOISTURE PROT.		\$179,900.00
08	DOORS & WINDOWS, GLAZING		\$351,500.00
09	FINISHES		\$416,500.00
10	SPECIALTIES		\$70,900.00
10	COVERED WALKWAY		\$17,700.00
11	EQUIPMENT-PARKING CONTROL		\$45,300.00
11	EQUIPMENT-APPLIANCES		\$1,500.00
12	WINDOW ROLLER SHADES		\$65,300.00
15	MECHANICAL	FIRE PROTECTION-WET	\$58,400.00
15	MECHANICAL	FIRE PROTECTION-IT ROOM	\$27,500.00
15	MECHANICAL	PLUMBING	\$81,900.00
15	MECHANICAL	HVAC	\$459,500.00
15	FUNDAMENTAL COMMISSIONING	HVAC- CxA	\$17,500.00
16	ELECTRICAL SYSTEMS		\$344,000.00
17	DESIGN SUPPORT	GEOTECH, SURVEY, OTHERS	\$103,500.00
17	LEED ASSOCIATED COSTS	ADMINISTRATOR, OTHERS	\$58,600.00
17	LEED TESTING	INDOOR AIR QUALITY TEST	\$15,300.00
17	LEED ENERGY MODELING	REQUIRED FOR LEED CREDIT	\$13,800.00
	SUBTOTAL ESTIMATED HARD COST		\$7,145,000.00
	Design Fees	INCLUDING PERMITTING	\$329,000.00
	Construction Administration fees		\$141,000.00
	Permit Fees	Reimbursed by Owner	\$-
	<b>TOTAL BID</b>		<b>\$7,615,000.00</b>

## **~~SECTION 00710~~—GENERAL CONDITIONS**

### **ARTICLE I – DEFINITIONS**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

**Acceptance:** By the CITY of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

**Agreement:** The written Agreement between the CITY and the CONTRACTOR covering the Work to be performed, which includes the Contract Documents.

**Addenda:** Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

**Application for Payment:** The form furnished by the CITY which is to be used by the CONTRACTOR in requesting progress payments.

**Approved:** Means approved by the CITY.

**Bid:** The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.

**BIDDER:** Any person, firm or corporation submitting a Bid for Work.

**Bonds:** Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

**Change Order:** A written order to the CONTRACTOR signed by the CITY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**CITY:** City of Doral, 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166.

**Contract Documents:** Contract Documents shall include Instruction to BIDDERS, CONTRACTOR's Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgement of Conformance with the City of Doral.

Contract Price: The total moneys payable to the CONTRACTOR under the Contract Documents.

Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the City's governing body.

CONTRACTOR: The person, firm or corporation with whom the CITY has executed the Agreement.

CONSULTANT: The person, firm or corporation that is an authorized representative of the City of Doral.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the CONSULTANT and are referred to in the Contract Documents.

Field Order: A written order issued by the CITY which clarified or interprets the Contract Documents in accordance with Paragraph 9.2 or orders minor changes in the Work in accordance with Paragraph 10.2.

Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the CITY in accordance with Paragraph 9.2 or (d) a written order for minor change or alteration in the Work issued by the CITY pursuant to Paragraph 10.2. A modification may only be issued after execution of the Agreement.

Notice of Proceed: A written notice given by the CITY to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform their obligations under the Contract Documents.

Project: The entire Project to be performed as provided in the Contract Documents.

Construction Observer: An authorized representative of the CITY assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the CITY as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or

distributor, and which illustrate the equipment, material or some portion of the work and as required by the Contracts Documents.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Subcontractor: An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The date as certified by the CITY when the construction of the Project or a certified part thereof is sufficiently completed and receives a Temporary Certificate of Occupancy from the City of Doral Building Department, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes which it was intended;

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptance performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the CITY under this Contract shall be delivered to the CITY.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **Award:**

**2.1** The CITY reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the CITY to the lowest responsive and responsible BIDDER; after the CITY performs all necessary searches, inquiries, exploration, and analysis of the bids. No Notice

of Award will be given until the CITY has conducted any investigation(s) as they deem necessary to establish the BIDDER's capability to perform the services as described in this CONTRACT, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the CITY's established standards, as well as the financial capability of the BIDDER to perform the Work in accordance with the Contract Documents to the satisfaction of the CITY within the time prescribed. The CITY reserves the right to reject the Bid of any BIDDER on the basis of these queries and investigations and who does not meet the CITY's satisfaction, even though the firm may possibly be the apparent lowest bidder. In analyzing Bids, the CITY will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform the manufacturing and installation of roadway directional signage to CITY standards; and alternate and unit prices if requested by the Bid form. If the Contract is awarded, the CITY will issue the Notice of Award and give the successful BIDDER a Contract for execution within ninety (90) days after opening of Bids. The CITY specifically reserves the right to award the Contract to a bidder who is not necessarily the lowest bidder on the basis of the results of these queries and investigation(s).

Execution of Agreement:

**2.2** At least three counterparts of the Agreement, the Performance and Payment Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by the CONTRACTOR to the CITY within ten (10) calendar days of receipt of the Notice of Award.

Forfeiture of Bid Security/Performance and Payment Bond:

**2.3** Within ten (10) calendar days of being notified of the Award, the CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached.

**2.3.1** Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to the City of Doral and Miami-Dade County the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, of Subcontractors employed pursuant to this Project. Each Bond shall be with a Surety company meeting the qualifications of Sections 2.3.4, 2.3.5, and 2.3.6.

**2.3.2** Each Bond shall continue in effect for one and one half (1 ½) years after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum. The Performance Bond shall be conditioned that the CONTRACTOR will, upon notification by the CITY, correct any defective or faulty Work or materials which appear within one and a one half (1 ½) years after final completion of the Contract.

**2.3.3** Pursuant to the requirements of Section 255.05(1), Florida Statutes, the CONTRACTOR shall ensure that the Bond(s) referenced above shall be recorded in

the public records of Dade County and Provide the CITY with evidence of such recording.

**2.3.4** Each Bond must be executed by a surety company authorized to do business in the State of Florida as a surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

**2.3.5** The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current Revisions.

**2.3.6** The CITY will accept a surety bond from a company with a rating of A- or better.

**2.3.7** Failure of the successful BIDDER to execute and deliver the Agreement and deliver the required bonds and Insurance Certificates as stipulated in paragraph 2.2 shall be cause for the CITY to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representation:

**2.4** The CONTRACTOR represents that they have familiarized themselves with, and assumes full responsibility for having familiarized themselves with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that they have correlated their study and observations with the requirements of the Contract Documents. The CONTRACTOR also represents that they have studied all surveys and investigations reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as they deem necessary for the performance of the Work in the Contract Documents and that they have correlated the results of all such data with the requirements of the Contract Documents. Additional monies will not be paid, over and above the CONTRACT amount, in the event rock is encountered.

Commencement of Contract Time:

**2.5** The Contract Time will start on the date the Agreement is executed and will continue to run consecutively for the period of ***two hundred and seventy (270) calendar days*** after date specified in Notice to Proceed until substantial completion. Project shall be completed and ready for final payment in accordance with the Contract Documents within ***three hundred (300) calendar days*** after the date specified in the Notice to Proceed ("Final Completion"). No extension of time will be given unless stated in writing.

Starting the Project:

**2.6** The CONTRACTOR shall start to perform their obligations under the Contract Documents on the date stipulated in the Notice to Proceed (NTP) for each site. No Work shall be done at

the site prior to the date on which the NTP commences to run, except with the written consent of the CITY. No work will be done on Saturday without written consent of the CITY or after the end of a normal business day unless prior approval is given by the CITY in writing. No work shall be permitted on Sundays or on national holidays.

Before Starting Contract:

**2.7** Before undertaking each part of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements which shall be approximate. The CONTRACTOR shall field verify utility locations and notify the CITY of any conflicts so that the conflict is avoided prior to beginning of construction. Any modifications to the proposed work, once construction has begun, will be at no cost to the CITY.

Schedule of Completion:

**2.8** Within five (5) days after delivery of the Notice to Proceed, the CONTRACTOR will submit to the City, a Schedule defining hours and/or days required to complete each section of work as outlined.

**2.9** Within five (5) days after delivery of the executed Agreement by the CITY to the CONTRACTOR, but before starting the Work, a preconstruction conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the CITY representative, and the CONTRACTOR.

Liquidated Damages:

**2.10** Upon failure of the CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) the CONTRACTOR shall pay to the CITY the sum of **ONE THOUSAND FIVE HUNDRED AND 00/100 (\$1,500.00)** for each calendar day that the completion of the Work is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The CITY shall have the right to deduct from and retain out moneys which may be then due or which may become due and payable to the CONTRACTOR, the amount of such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

**ARTICLE 3 – CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS**

**3.1** It is the intent of the Specifications to describe a complete Project to be delivered in accordance with the Contract Documents. The Contract Documents comprise the entire



Agreement between the CITY and the CONTRACTOR. They may be altered only by a Modification.

**3.2** The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, they shall call it to the City's attention in writing at once and before proceeding with the Work affected thereby; however, they shall not be liable to CITY or CONTRACTOR for their failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Change Orders, Supplemental General Conditions, Agreement Modifications, Addenda, Special Conditions, Instructions to BIDDERS, General Conditions, Specifications and Drawings. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

**3.3** The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

**3.4** Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the CITY before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

**3.5** The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

#### **ARTICLE 4 – AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS**

##### **Availability of Lands:**

**4.1** The CITY will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designed for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY unless otherwise specified in the Contract Documents.

#### **ARTICLE 5 – INSURANCE**

5.1 The CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth: in Exhibit A titled Insurance Requirements.

5.2 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the CITY in Section 5.1.

Cancellation and Re-Insurance:

5.3 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

5.4 All deductibles must be declared by the CONTRACTOR and must be approved by the CITY. At the option of the CITY, either the CONTRACTOR shall eliminate or reduce such deductible or the CONTRACTOR shall procure a Bond, in a form satisfactory to the CITY, covering the same. The contractor is responsible for any and all deductibles, if applicable, following a loss.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

Concerning Subcontractors:

6.1 The CONTRACTOR will not employ any Subcontractor, against whom the CITY may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the CITY, unless the CITY determines that there is good cause for doing so.

6.2 The CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between CITY and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY to pay or to see to payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by law. CITY may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specified Work done in accordance with the schedule values.

6.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work performed by any specific trade.

6.4 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

6.5 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.6 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors, materials and men engaged upon their Work.

6.6.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and give the CONTRACTOR the same power as regards to terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.6.2 The CITY will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.

6.6.3 If in the opinion of the CITY, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the CONTRACTOR if and when directed by the CITY in writing.

Laws and Regulations:

6.7 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the CITY prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CITY, they will bear all costs arising wherefrom; however, it shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.8 Cost of all applicable sales consumers, use, and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Safety and Protection:

6.9 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES** latest edition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

**6.9.1** All employees and other persons whom may be affected thereby; and

**6.9.2** All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and

**6.9.3** Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**6.10** The CONTRACTOR will designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY.

Emergencies:

**6.11** In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will give the CITY prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefore as provided in articles 11 and 12.

**6.12** The CONTRACTOR will also submit to the CITY for review, with such promptness as to cause no delay in Work, all samples and photographs required by the Contract Documents. All samples and photographs will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

**6.13** At the time of each submission, the CONTRACTOR will in writing call the CITY'S attention to any deviations that the Photographs or sample may have from the requirements of the Contract Documents.

**6.14** The CITY will review with responsible promptness Photographs and Samples, but their review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The CONTRACTOR will make any corrections required by the CITY and will return the required number of corrected copies of Photographs and resubmit new samples until the review is satisfactory to the CITY.

**6.15** No Work requiring a Photograph or sample submission shall be commenced until the submission has been reviewed by the CITY. A copy of each Photograph and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CITY.

**6.16** The CITY'S review of Photographs or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the CITY's attention to each deviation at the time of submission and the CITY has given written approval to the specific deviation, nor shall any review by the CITY relieve the CONTRACTOR from responsibility for supplying the plant material as specified.

Public Convenience and Safety:

**6.17** The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Proper Maintenance of Traffic (MOT) devices shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. The MOT shall be designed as outlined in the latest edition of **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600**. At any time that streets are required to be closed or blocked, the CONTRACTOR shall notify law enforcement agencies before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Indemnification:

**6.18** In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the construction of this Project, or by or in consequence of any negligence by or on account of any act or omission of the said CONTRACTOR or his Subcontractor, agents, servants or employees. The CONTRACTOR will indemnify, defend and hold harmless the CITY and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section 6.18 the parties agree that CONTRACTOR shall indemnify, defend and hold harmless CITY, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

**6.19** In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY shall defend such action or proceeding by counsel satisfactory to CITY. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at CITY'S

option, any and all claims of liability and all suits and actions of every name and description that may be brought against CITY, excluding only those which allege that the injuries arose out of the sole negligence of CITY, which may result from the operations and activities under this Contract whether the construction operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.

**1.20** The obligations of the CONTRACTOR under Article 6 shall not extend to the liability of the CITY, their agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the CITY, their agents or employees provided such giving of failure to give is the primary cause of injury or damage. These indemnification provisions shall survive the term of this Contract.

#### **ARTICLE 7 – CITY’S RESPONSIBILITIES**

**7.1** The CITY will issue all communications to the CONTRACTOR.

**7.2** In cases of termination of employment of the CONTRACTOR, the CITY will appoint a CONTRACTOR, whose status under the Contract Documents shall be that of the former CONTRACTOR.

**7.3** The CITY will furnish the data required of them under the Contract Documents promptly.

**7.4** The CITY’s duties in respect to providing lands and easements are set forth in Article 4.

#### **ARTICLE 8 – CITY’S STATUS DURING CONSTRUCTION**

##### **Measurements of Quantities:**

**8.1** All Work completed under the Contract will be measured by the CITY according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

##### **Rejecting Defective Work:**

**8.2** The CITY will have authority to disapprove or reject Work which is “defective” (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Special Condition, or has been damaged prior to final acceptance) at CONTRACTOR’s expense.

##### **Shop Drawings, Change Orders and Payments:**

**8.3** In connection with the CITY’s responsibility as to Shop Drawings and samples, see paragraphs 6.12 through 6.16, inclusive.

**8.4** In connection with the CITY’S responsibility for Change Orders, see Articles 9 and 10.

8.5 In connection with the CITY'S responsibilities in respect of Application of Payment, etc., see Article 11.

Decisions on Disagreements:

8.6 The CITY will be the initial interpreter of the Construction Drawings and Technical Specifications.

Limitations on Consultant's Responsibilities:

8.7 The CITY will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto.

8.8 The CITY will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their or their agents or employees, or any other person performing any of the Work.

**ARTICLE 9 – CHANGES IN THE WORK**

9.1 Without invalidating the Agreement, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. As per Articles 11 and Article 12, all Change Orders that add or delete work, or increase or decrease Time, will most likely result in an adjustment to the Contract Price and Time accordingly. Any such changes will be reflected in the Change Order(s), which when signed by the CONTRACTOR, shall indicate an agreement of the parties therewith.

9.2 The CITY may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the CITY entitles them to an increase in the Contract Price or extension of Contract Time, they may make a claim therefore as provided in Articles 11 and 12.

9.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.11 and except as provided in paragraph 10.2.

9.4 The CITY will execute appropriate Change Orders prepared by the CITY covering changes in the Work, to be performed and Work performed in an emergency as provided in paragraph 6.11 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the CITY.

9.5 It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such an adjustment to the CITY.

#### **ARTICLE 10 – CHANGE OF CONTRACT PRICE**

10.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at their expense without changing the Contract Price.

10.2 (a) The CITY may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

- 1) in the specifications (including drawings and designs);
- 2) in the method or manner of performance of the Work;
- 3) in the CITY-furnished facilities, equipment, materials, services, or site; or
- 4) in directing acceleration in the performance of the Work.

(b) Except as herein provided, no order, statement, or conduct of the CITY shall be treated as a change under this clause or entitle the CONTRACTOR to an adjustment to the Contract Price or Time.

(c) If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, under this Contract, whether or not changed by any order, the Contract Price and Time will be adjusted in writing by the same amount.

(d) If the CONTRACTOR intends to assert a claim for an adjustment in Contract Price or Time under this clause, he must, within ten (10) days after receipt of a written Change Order, submit to the CITY a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.

(e) No claim by the CONTRACTOR for an adjustment in Contract Price or Time hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.

10.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:



**10.3.1** By negotiated lump sum.

**10.3.2** On the basis of the cost of the Work, determined as provided in Sections 10.4 and 10.5, plus a mutually agreed upon fee to the CONTRACTOR to cover overhead and profit.

**10.4** The term cost of the Work means the sum of all direct costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in Miami-Dade County, shall include only the following items and shall not include any of the costs itemized in Paragraph 10.5.

**10.4.1** Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to: salaries and wages, plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above only if authorized by CITY.

**10.4.2** Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments in which case the cash discounts, shall accrue to the CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

**10.4.3** Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to CITY who will then determine which Bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the cost of the Work shall be determined in accordance with paragraphs 10.4 and 10.5.

**10.4.4** Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of CONTRACTOR, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance

with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

**10.4.5** Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

**10.4.6** Payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

**10.4.7** The cost of utilities, fuel and sanitary facilities at the site.

**10.4.8** Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

**10.4.9** Cost of premiums for additional Bonds and Insurance required solely because of changes in the Work, not to exceed two percent (2%) of the increase in the Cost of the Work.

**10.5** The term Cost of the Work shall not include any of the following:

**10.5.1** Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 10.4.1 - all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

**10.5.2** Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

**10.5.3** Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

**10.5.4** Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 10.4.9).

**10.5.5** Costs due to the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

**10.5.6** Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

**10.6** The CONTRACTOR's fee which shall be allowed to the CONTRACTOR for their overhead and profit shall be determined as follows:

**10.6.1** In the event of an oversight or omission by the CONTRACTOR no compensation for overhead or profit will be provided; otherwise.

**10.6.2** A mutually acceptable firm fixed price; or if none can be agreed upon.

**10.6.3** A **ten percent (10%)** fixed fee based on the estimate of the various portions of the Cost of the Work.

**10.7** The amount of credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credit, provided however, the CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

**10.8** Whenever cost of any Work is to be determined pursuant to paragraphs 10.4 and 10.5, the CONTRACTOR will submit in form prescribed by CITY an itemized cost breakdown together with supporting data.

## **ARTICLE 11 – PAYMENTS AND COMPLETION**

### **Payments to Contractor:**

**11.1** At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the CITY a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the CITY may reasonably require.

The CITY will within ten (10) days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the CITY, or return the partial payment estimate to the CONTRACTOR, indicating in writing their reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The CITY, will within thirty (30) days of presentation to them of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The CITY may retain ten percent (10%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. Any interest earned on the retainage shall accrue to the benefit of the CITY.

**11.2** The CITY shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any progress payment, the CITY may require the CONTRACTOR to furnish partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

Contractor's Warranty of Title:

**11.3** The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the CITY prior to the making of the Application for Payment, free and clear of all liens, claims, security interest and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Acceptance of Final Payment as Release:

**11.4** The Acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the CITY and a waiver of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the Work and for every act and neglect of the CITY and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR of their sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

**ARTICLE 12 – SUSPENSION OF WORK AND TERMINATION**

**12.1** The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which shall fix the date on which Work shall be resumed. For suspensions longer than ninety (90) days, The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if they make a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

**12.2** No Work shall be done under these specifications except by permission of the CITY when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the CITY, shall suspend all Work until instructed to resume operations by the CITY and the Contract Time pursuant to Section 12.7 shall be extended to cover the duration of the order.

City May Terminate:

**12.3** If the CONTRACTOR is adjudged bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if it repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if it repeatedly fail to make prompt payments to Subcontractors or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if it disregards the authority of the CITY, or if it otherwise violates any provision of the Contract Documents (collectively, "Act of Default"), then the CITY may, without prejudice to any other right or remedy, after giving the CONTRACTOR and its surety written notice of the Act of Default and twenty (20) calendar days in which to cure the Act of Default (to the extent possible), terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method they may deem expedient. To the extent possible, CONTRACTOR may remedy Acts of Default within the twenty (20) calendar days' time frame. If timely remedied by the CONTRACTOR, the Contract shall not be considered terminated. It is acknowledged that the City reserves the right to terminate this Agreement in the manner specified herein, without Contractor having the opportunity to cure, if the Act of Default constitutes a violation of laws, ordinance, rules, regulations or orders of any public body of having jurisdiction, or if the Contractor has caused the same type of Act of Default to occur on three (3) separate occasions without regard to cure of same. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the CITY. Such costs incurred by the CITY will be determined by the CITY and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the CITY and the CONTRACTOR shall be the same as if the termination had been issued pursuant to Section 12.5.

**12.4** Where the CONTRACTOR'S services have been so terminated by the CITY said termination shall not affect any rights of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the CITY due the CONTRACTOR will not release the CONTRACTOR from liability.

**12.5** Upon seven (7) days written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the CITY as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

Removal of Equipment:

**12.6** In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

**12.7** If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CITY or under an order of court of other public authority, or the CONTRACTOR fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails to pay the CONTRACTOR any sum approved by the CITY, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the CITY, terminate the Agreement. The CITY may remedy the delay or neglect within the twenty (20) calendar days' time frame. If timely remedied by the CITY the Contract shall not be considered terminated. In lieu of terminating the Agreement, if the CITY has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) calendar days' notice to the CITY and the CONTRACTOR stop the Work until they have been paid all amounts then due. If the CONTRACTOR stops neither by default nor by non-payment from the CITY, the CONTRACTOR will be responsible for 100% of the difference between the total of his/her Bid and the second lowest Bid.

**ARTICLE 13- CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE**

**13.1** CONTRACTOR warrants and guarantees to CITY all Work shall be in accordance with the Contract Documents and will not be defective.

**13.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

**13.2.1** Observations by CITY or CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER;

**13.2.2** Payment by CITY of any progress or final payment;

**13.2.3** The issuance of a certificate of Substantial Completion, certificate of Final Completion, or any payment related thereto by CITY;

**13.2.4** Use or occupancy of the Work or any part thereof by CITY;

**13.2.5** Any acceptance by CITY or any failure to do so;

**13.2.6** Any review and approval of a Submittal or the issuance of a notice of acceptability by the CITY'S REPRESENTATIVE;

**13.2.7** Any inspection, test, or approval by others; or

**13.2.8** Any correction of defective Work by CITY.

**13.3** Access to Work:

The CITY'S REPRESENTATIVE, ARCHITECT or ENGINEER and other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

**13.4** Tests and Inspection:

**13.4.1** CONTRACTOR shall give CITY timely notice of readiness of the Work for all required inspections, tests, observations or approvals. Inspections, tests or observations by the CITY'S REPRESENTATIVE, the ARCHITECT or ENGINEER, CITY or its agents may be performed at its discretion to provide information to the CITY on the progress of the Construction. However such information is not intended to fulfill the CONTRACTOR'S obligations in accordance with the Contract Documents.

**13.4.2** CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.

**13.5** Uncovering the Work:

If any Construction that is to be inspected, tested or approved is covered without written concurrence of CITY'S REPRESENTATIVE, it must, if requested by CITY or the CITY'S REPRESENTATIVE, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given CITY or the CITY'S REPRESENTATIVE timely written notice of CONTRACTOR'S intention to cover such Construction and CITY or the CITY'S REPRESENTATIVE has not acted with reasonable promptness in response to such notice.

**13.5.1** If CITY considers it necessary or advisable that covered Work be observed by CITY'S REPRESENTATIVE or the ARCHITECT or ENGINEER, or inspected or tested by others, CONTRACTOR, at CITY'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as CITY may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services and any additional expenses experienced by the CITY due to delays to others performing additional work, other contractual obligations, and CITY shall be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the responsibility

for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Construction is not found to be defective, and Section 00700.8.5 is not applicable, CONTRACTOR shall be allowed an increase in the Contract Price or the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a claim therefore as provided in the Contract Documents.

**13.6 CITY May Stop the Work:**

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such failure has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall not be allowed an increase in Contract Price or the Contract Time or both as a result of the stopping of Work under this section.

**13.7 Correction or Removal of Defective Work:**

If required by the CITY'S REPRESENTATIVE, with the recommendation of the ARCHITECT and/or ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the CITY'S REPRESENTATIVE, upon the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of the CITY'S REPRESENTATIVE, the ARCHITECT or ENGINEER, attorneys and other professionals) made necessary thereby.

**13.8 One Year Correction Period:**

Without prejudice to any other right of the City, if within one (1) year after the date of final completion or within any designated manufacturer's warranty, whichever is greater, or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY'S written instructions, either correct such defective Work, or, if it has been rejected by CITY or the CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or the rejected Work removed and replaced, and all of the CITY'S direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of the ARCHITECT or ENGINEER) will be reimbursed by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.



**13.9** CITY shall reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its surety for damages and for corrections of any and all latent defects.

**13.10** Extended Warranty Period Due to Defective Construction:

Any defective Construction that is either corrected or rejected and replaced will be warranted and guaranteed for a period of one (1) year from the date of acceptance of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Article 12. If within such extended Warranty Period, the Work is once again found to be defective, CITY shall be entitled to all of CITY'S rights and remedies under this Article.

**ARTICLE 14 – MISCELLANEOUS**

**14.1** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

**14.2** The Contract Documents shall remain the property of the CITY. The CONTRACTOR and the CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

**14.3** The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to the CITY and there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

**14.4** Should the CITY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such in- jury or damage.

**ARTICLE 15 – WAIVER OF JURY TRIAL**

**15.1** The CITY and the CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work thereunder.

**ARTICLE 16 – ATTORNEYS FEES/JURISDICITON/VENUE/GOVERNING LAW**

**16.1** The Contract shall be construed in accordance with and governed by the law of the State of Florida.

**16.2** The parties submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of or relating to the Contract. Venue of any action to enforce the Contract shall be in Dade County, Florida.

**16.3** If either the CITY or the CONTRACTOR is required to enforce the terms of the Contract by court proceedings, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorney's fees.

### **ARTICLE 17 – PROJECT RECORDS**

**17.1** The CITY shall have right to inspect and copy during regular business hours at CITY'S expense, the books and records and accounts of CONTRACTOR which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Project. CONTRACTOR shall retain and make available to CITY all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, the CONTRACTOR shall provide the CITY access to its books and records upon five (5) days written notice.

**17.2** Pursuant to Chapter 119, Florida Statutes, Contractor shall:

**17.2.1** Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

**17.2.2** Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter, 119, Florida Statutes, or as otherwise provided by law.

**17.2.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

**17.2.4** Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

### **ARTICLE 18 – SEVERABILITY**

18.1 If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### **ARTICLE 19 – INDEPENDENT CONTRACTOR**

19.1 The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.

#### **ARTICLE 20 – TRENCH SAFETY ACT**

20.1 The purpose and intention of the State of Florida “Trench Safety Act” is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety when the excavation is in excess of five (5) feet deep.

END OF SECTION