

**City of Coral Gables City Commission Meeting  
Agenda Item H-3  
March 15, 2016  
City Commission Chambers  
405 Biltmore Way, Coral Gables, FL**

**City Commission**

**Mayor Jim Cason  
Commissioner Pat Keon  
Commissioner Vince Lago  
Vice Mayor Frank Quesada  
Commissioner Jeannett Slesnick**

**City Staff**

**City Manager, Cathy Swanson-Rivenbark  
City Attorney, Craig E. Leen  
City Clerk, Walter J. Foeman  
Deputy City Clerk, Billy Urquia  
Parks and Recreation Director, Fred Couceyro**

**Public Speaker(s)**

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Agenda Item H-3 [3:33:56 p.m.]

A Resolution authorizing a Piggyback Contract in connection with Section 2-978 of the Procurement Code entitled, "Use of Other Governmental Unit Contracts (piggyback)" with Dodec, Inc. from the City of Miami Gardens Professional Contractor's Contract, pursuant to unit pricing to provide construction and maintenance repair services, to allow for repairs and improvements to the City of Coral Gables Memorial Youth Center facility and other City facilities for a period running until July 31, 2017. (The City had previously utilized this piggyback contract with Dodec up to a pre-authorized amount of \$600,000. This action will allow continued use of the contract).

Mayor Cason: Let's move onto H-3. It's a Resolution Piggyback Contract. City Manager.

City Manager Swanson-Rivenbark: I'm sorry...

Mayor Cason: H-3.

City Manager Swanson-Rivenbark: So we'll have Mike Pounds, but we'll also have Fred Couceyro who is in the building, thank you, to answer specific questions regarding it.

Mr. Pounds: In 2013 the City executed a Master Service Agreement with Dodec, Inc. in the amount of \$600,000 under Section 2-978 of the Procurement Code for piggyback contracts. This contract is under the authority of the City Manager and the Chief Procurement Officer. What we are coming before you with is a new contract under the Dodec contract with Miami Gardens. Again, it's a contract with Miami Gardens and we would like to piggyback on that contract, and we would like to do it under the Commission's authority under that same ordinance. This would allow the City to use, the Public Works Department, to use this contract as a job order contract for various projects. But the main project we would like to do immediately is the Youth Center project, and I think Fred can give you the specifics of that.

Mr. Couceyro: Good afternoon. A majority of this work that we are looking for this contractor would be to do the high priority items at the Youth Center, the outside perimeter of the field, which is the concrete, the iron, which we are having some severe rust issues, the metal dug-outs, the dug-out roofs, the concrete work, and also work on the chain-link fencing, and also the basketball courts, the chain-link fencing, the court surfacing, those are the first parts of the wide-encompassing project that we need to get done, because we are also working in time with the field repairs, but this contractor wouldn't be for the field repairs it would be for the external.

Mr. Pounds: Now we use Dodec for work on two garages recently, and I believe that that work was completed successfully, so we could continue using them for various projects. It allows for basically a timely hiring of a general contractor for various projects without having to go out to bid, these projects would be on the smaller scale that would allow us to do both construction and maintenance under the Miami Gardens piggyback.

Mayor Cason: In general are piggyback contracts pretty good in terms of the amount of money we pay versus if we went out and started the whole process again? I know you say the advantage is it speeds things up and you've got them already doing work, but in general these piggyback contracts comparable, if you were to go out and get \$600,000 or whatever?

Mr. Pounds: I think in this case we have a proven track record with this firm and I think you have to take one, you have to look at each contract individually to determine whether they are going to work in terms of what they are allowing under the contract, what their pricing is, whether its competitive, the type of firms that they have under contract. We have had an opportunity to use this firm so I feel comfortable with.

Mayor Cason: If approved how fast would they start working?

Mr. Couceyro: I don't have that information. I know we have different factions of the project, some have already been permitted and we are ready to move forward. So everything is to accelerate within the next three months to at least get started, not completed, three months but to start the process within the next three months.

Mayor Cason: Any discussion?

Commissioner Keon: I want some more information. I don't understand what the scope of work of this contract would be. Can you tell me – is it included, I don't see it is included in here what the scope of work under this contract would be if it's \$600,000, this threshold for the work that's to be done, is that right? You can't exceed \$600,000 in repair work under this contract with this contractor, is that right?

Mr. Pounds: This contract would exceed, could potentially exceed \$600,000. We gave you some background information on a previous contract that we have now completed with Dodec under the same piggyback. This is going to work, as I said, like a job order contract where we can potentially use it for other projects that would be limited based on the budget available for those particular projects. The main benefit is, is to give us an opportunity to do some of these projects in a more timely manner where we don't have to bid them out, we don't have to develop a separate IFB, or an RFP for the project.

Mayor Cason: So how would it work? You would say to fix the dug-outs, we have \$75,000 for this, are you willing to do it?- if so, it comes out of this pot.

Mr. Pounds: A scope of work would be prepared by Public Works and submitted to Dodec and they would give us a proposal and if it's acceptable to Public Works then they would issue a work order and then they would be required to – of course we will have an overall umbrella contract that will cover all the projects that we do. We'll have the proper insurance and performance bond, but they will be issued a PO for a purchase order, for each work order.

Commissioner Keon: From what you just said, the scope of work that you are looking at under this contract is the outdoor areas next to the field, related to the fields, is that right?- I mean it seems like it's the sidewalks, the concrete, maybe where there is a snack bar or whatever, the railings so everything would have to be painted, the bleaches and benches and the outdoor basketball court, and what about the playground? The problem I'm having with this is that I don't think there has been, I don't know, maybe there has been tell me. Has there been a comprehensive look at the Youth Center as to the scope of work of everything that needs to be done at the Youth Center to breakdown?- and I know you are going to deal with and address the

fields later, but those are issues of the fields, but before you can do the fields you need a new well so that you don't have salt water intrusion into the water you are using for irrigation, right?- so you have to dig a new well. You have to set in a new irrigation system, so that you can take the drain out of the middle of the fields, so you can use the fields more efficiently. That's a huge, you know, that is a huge expenditure for the Youth – that's a big expenditure. The second one then is all of the area that services the residents using the field, be it the dug-outs and the bleachers, and all of that. I would think if you are going to do the outdoor courts you are also going to look at the playground that's also outdoors, so that's the playground needs to be looked at and assessed what needs to be done with the playground. There is some rusting on those gates and everything anyway. And then you have the building itself. I understand, is there a leak in the roof of the building?- does the building needs to be reroofed?

Mr. Couceyro: We have a large scope that encompasses a lot of those items that you have mentioned, and it also includes roofing repairs and it includes the outdoor playground, it includes the indoor playgrounds, so there are quite a few different areas that are being addressed with a large scope with the entire capital project. My understanding for this item was that, this contractor was to bring them in to start the exterior of the field, like you said, the concrete, the fencing, all of that portion of it. So we can use this contract because this contractor apparently has experience using that and it could shorten our timetable, but there is a large scope, there are different projects that are working.

Commissioner Keon: There is a huge scope of things that need to be done and...

Mr. Couceyro: Yes, there is a very large scope.

Commissioner Keon: You know is this contractor, I mean are you choosing this contractor because this contractor would be able to do all of the work on the outdoor fields, I mean on the structures around the fields and not sub out other pieces of it?- is that – are they doing the whole thing?- are they doing the repairs of the iron?- are they doing the painting?- are they doing the repair of the sidewalk? What do they do?

Mr. Couceyro: I don't know if I could say that they are doing all of it. I know that they are going to be called upon, as Mr. Pounds said, given individual orders as part of the scope to see if they can complete them and then getting their price for that, if this contractor is allowed to continue.

Commissioner Keon: Do we have prices on the scope of the project?

Mr. Couceyro: We have an estimate, yes, for the project as-a-whole.

Commissioner Keon: For the roof, for the buildings, for the you know.

Mayor Cason: There is at least three parts to it. There is the fields and the irrigation and so on, then there is the stuff around it, which you are talking about now, and then there is the building inside and a few other things.

Commissioner Keon: And the outdoor playground and the indoor playground, and it's just a huge, huge project, and I don't want to see us get into a position where we approve one thing under \$600 contract, and another thing under \$600 contract, and another thing under a \$600, and then it turns out to be multiple \$600,000 contracts, and we don't know what the overall scope is.

City Attorney Leen: If you approve this, they would not do multiple \$600,000 contracts. What it would be is, they would do – you are authorizing them to exceed \$600,000, and I want to clear. It's my understanding that Procurement doesn't just do different \$600,000 contracts to stay within their authority. The whole idea is, is this – when we are looking at piggyback contracts it's what is the scope of work generally?- is this something that really should be one project, if so it needs to be under \$600,000. Now there is a completely different contract that's different and they are not related well that could be another one up to \$600,000, and we've various within interpretations related to piggyback. I think they are here before you today though, because they are asking to exceed \$600,000 with this project so that it could go to one million, \$1.2 million. Now the thing that allows that and the reason it's before you is because, you don't have to approve it, they are asking you to approve it, but the idea is that if there is a piggyback contract it's already been competitively negotiated and that's why you are able to rely on it.

Mayor Cason: There are three components, we don't know how much each one is going to be, but this is something that can be done separately without impacting the other two – dig up the fields...

Mr. Couceyro: The playgrounds would be a specific type of contractor, not necessarily the same as the person doing the roof repairs just based on their expertise, unless you did an umbrella...but that's not necessarily always the best way to go.

Commissioner Keon: I thought this contract was up to \$600,000. Its over \$600,000?

Mr. Couceyro: No. From my understanding, is that this contractor has been used in previous projects and there was a limit that was placed on those projects that hit \$600,000, so by us – what we are seeking is allowance of using this contractor to exceed that initial amount, which has already been used on a prior project.

City Attorney Leen: But the prior opinions have been – I know that the Manager asked it be brought to you. My view is that if the project is something that is separate from the other project, that new project goes to the \$600,000 cap, it's within the Manager's authority, but she wanted this brought to you because she thought that ultimately when you added them up it was over \$600,000, and she wanted your feedback. Now what I was saying before though, I just want to be clear for the record. The City should not do and my understanding does not do, what we don't do is, we don't have a project that's a million dollars and divide it up into parts to try to comply with a...and I want to be clear about that.

Commissioner Keon: Well, I know we don't. My concern is I don't want to end up having doing that.

City Attorney Leen: If you think that this is a good contract, based on this approval, you would be authorizing them to go above \$600,000, so that wouldn't even be a concern, it wouldn't be something we'd have to look at, because you are authorizing....

Commissioner Keon: You are authorizing this contractor to do the work, but before they can start they have to do a scope of services and come back to us with an estimate of the work?

Mr. Pounds: We will provide the scope of services and then they will submit a proposal based on that scope of services. We will provide them a scope of services, Public Works will develop...

Mayor Cason: If we can't agree on, they don't want to do this, or its too much money you think, we go find somebody else?

Mr. Pounds: We would have to find another procurement vehicle to be able to do that.

Mayor Cason: Because each of these elements seems different. There is a fence, there is the cement work; people do the fence don't do cement work; then you've got the roof. It sounds like there are three – this is one well defined project; next will be the field; and then the building itself. You are doing this because you want to speed it up, it's not going to interfere with the other projects, it's not going to one undo the other because of heavy trucks, or anything messing things up. It seems to me, I don't know, you are the contractor, is there anything unusual about this?

Commissioner Lago: This is basically similar to what they call CM contract where you basically chose a contractor and then you work on a scope and then you eventually evolve it into an actual contract, that's basically what it is in the public sector and also the private sector. My concerns are in line with what Commissioner Keon was stating is that, I want to make sure that we are not

in a multiple contract situation, number one; number two, you have budgets in place already you stated?

Mr. Couceyro: There is a capital improvement project for the Youth Center – Youth Center improvements.

Commissioner Lago: Are you going to require that this contractor as they are analyzing the scope that they provide multiple sub-contractor bids, let's say for example, as the Mayor had stated for concrete work, are they going to present to the client, which would be the City of Coral Gables, which would be you, Procurement, a breakdown of three or four contracts, subcontractor-wise that encompass the following scope and then you work through the scopes to make sure it's all-encompassing and that you have your entire scope that you don't have to come back via change orders to obtain more monies to finish the scope, that's my big concern.

Mayor Cason: That gets you the lowest cost.

Commissioner Lago: Yes, that's get you the lowest cost, all-encompassing cost, because again, people have this romance with lowest cost, lowest cost, lowest cost; lowest cost a lot of times is not really the lowest cost. You are talking about you skip on quality and a lot of people, as you've noticed before, they put these aggressive bids out there, aggressive timelines that they can't meet or they haven't actually attained the entire scope of the project. So my question to you is, are you going to have some sort of method, like a CM method, Construction Management method where the subcontractor is going to, excuse me, the contractor is going to require a very transparent form of bidding process where the owner is aware of the entire scope that the subcontractor is providing along with the price?

Mr. Couceyro: We are also working with MC Harry Associates, who is our architect of record for this scope and they've been working with us to provide the scope and that would be scope that we use when we bid it out.

Commissioner Lago: Who's the contractor, if you don't mind me asking?

Mr. Couceyro: MC Harry is who we are working with, with the scope of the project, providing us the scope, providing the estimate, and working with us, MC Harry and Associates.

City Manager Swanson-Rivenbark: But he's not the contractor, he's asked who the contractor is.

Mr. Couceyro: I'm sorry, he's the architect.

Commissioner Keon: He's the architect to define the scope.

Mr. Pounds: The contractor is Dodec Inc.

Commissioner Lago: Dodec Inc.?

Mr. Pounds: Yes.

Mayor Cason: If we were to approve this now by Second Reading, what else, what kind of information you could bring that would satisfy her?

Commissioner Keon: Well, I want to know what the overall – do we have an overall number for the Youth Center?

Mr. Couceyro: I can get you the scope, yes, with the estimated totals.

City Manager Swanson-Rivenbark: We do have it because it's listed in the Capital Improvement Plan and it is listed by the internal and external cost.

Commissioner Lago: Have you, Mayor if I may, have you reviewed the contractor's experience, legal history in regards to if there is any pending litigation?- have you reviewed whether they've worked in the public sector before?- what is their experience in regards to these types of scoped out projects?- have you reviewed that?- or no.

Mr. Couceyro: Well I have not reviewed in terms of these types of recreational projects, but this contractor did come before the Commission before I think it was reviewed for prior service.

City Manager Swanson-Rivenbark: We did Garage 1 and Garage 4.

Mr. Couceyro: They worked with the City prior...

Commissioner Lago: I would advise that since you are going to be around children that you are aware that they be...that's a requirement by the County...from the School Board any type of work in a school, you have a badge that says that person has a thorough background check in regards to any prior criminal activity, especially with children.

Mr. Couceyro: Yes, we are requiring that of any project.

Mayor Cason: We have a second bite at it in a couple of weeks, if there are any other questions.



Commissioner Keon: Before we get this, can I take a look at the whole scope of service. I'm thinking back to when we looked at the Fire Station, remember they did the Fire Station and we got a scope or whatever and we allocated dollars to it and when we went back to the fire then said, is this inclusive of what needs to be done?- they said, no, and so we ended up...I'd like to see the whole scope.

Mayor Cason: Maybe you can get that information when we move onto other issues.

Commissioner Keon: Yes, I'd like to see the whole scope.

Commissioner Lago: Mayor, we could tie it up right now. We've got to approve it on First Reading...

Commissioner Keon: Yes.

City Manager Swanson-Rivenbark: But its only one Reading, its only one Reading.

Commissioner Keon: It's a one-time.

Mayor Cason: This is a resolution, this is a resolution, so if we wait for another half hour you can get the Capital Budget information.

Commissioner Lago: Just do me a favor. Just encompassing, I want to push this forward because I know a lot of us have had residents asking about what's going on at the Youth Center. Just do me a favor, do me a favor, let's put this on the record. I want to make sure that number one, three months down the road you're not coming back for, by the way, we are \$50,000 short because the scope wasn't all-emcompassing, number one. Again, if you have an unforeseen condition, like when you excavate to do a foundation you find a telephone wire or an electrical wire from FPL, I understand that, and I'll explain to my colleagues that that is unforeseen condition, you have certain weather delays, its understandable. I have that. That's easy to accept, that's not a problem. But I want to make sure that the scope that Commissioner Keon is 100 percent done, that this firm doesn't come back and say, that's not within my scope, number one; and number two, that we are extremely careful, extremely careful that we as a CM, as a Construction Manager review all the subcontractor's scopes, because that's where you start getting into trouble. First of all, you have subs that are unqualified, subs that are on our property and they don't meet the insurance requirements, they don't meet the Jessica Lungsford clearance, they don't meet a lot of issues in regards to your proposed scope and their loss in between what they submit to the general contractor; general contractor reads it for an adequate scope, picks the

cheapest price and then pushes it forward to the owner. I want to make sure that when it gets to our desk that the contactor has told us, listen, this is all-encompassing, these people are extremely qualified and they vouch for that subcontractor, because if they don't vouch for the subcontractor the way you avoid it is very simple. When you write them a contract, which has addendum A, which is for example, the scope if they don't meet the requirement in regards to the scope you back-charge them and you find somebody else to do the work. You just don't pay them. You understand?

Mr. Couceyro: Um huh.

Commissioner Keon: When do you anticipate doing the field?- what are you looking at for the field?- is that the next phase?

Mr. Couceyro: We'd like to...

Mayor Cason: In the summer?

Mr. Couceyro:...we'd like to get the fields done in the summer.

Commissioner Keon: This summer?

Mr. Couceyro: Yes. The water irrigation is an issue that we are working on and determining whether the cost of creating a new well, or whether to keep it on, on the water system that we have now is the way to go. There is a mitigation there to look at.

Mayor Cason: OK. So on H-3, do we have...

Commissioner Lago: I'll make a motion.

Mayor Cason: Commissioner Lago makes a motion.

Commissioner Lago: Encompassing the items that I brought up and Commissioner Keon, along with the other Commissioners.

Mayor Cason: The Vice Mayor seconds.

City Attorney Leen: But to be clear then. So what is the amount that you are asking for to exceed \$600,000?

Mr. Couceyro: To exceed the 600, because some of that has already been used, from my understanding on other , and a limit was set at 600....

City Manager Swanson-Rivenbark: You know Mr. Mayor, I'm going to go ahead and withdraw this item, and we will bring it back at the next Commission Meeting. We have some information that you need answered and we'll wait, and we'll bring it at the same time.

Commissioner Keon: I'm really concerned about the entire building and I've said before, because I've spent time in the gymnastics room. You know they can't clean it up, they can't do the things that need to be done in there because there is a leak in the ceiling that needs to be replaced.

City Attorney Leen: We'll have a presentation on the whole Youth Center at the next meeting.

Commissioner Keon: And maybe before the next one we can do a walk through, if anybody that might want to do one as to what needs to be done there in your courtyard; the courtyard is lifting there, it's dangerous for kids running around.

Mr. Couceyro: That's part of the scope as well.

City Attorney Leen: But I just need to say because this is going to be pulled, and I know the Manager wanted your feedback. In the future, my general opinion as to the \$600,000 as it's per project, its not per – Oh, this is added up to over \$600,000 for the contract. I just want to be clear about that. You could use this contract for two totally different things and it doesn't mean that if they happen to add up to over \$600,000 over the course of five years that you have to come to the Commission, that's never been the interpretation of my office. I want to be very clear about that.

City Manager Swanson-Rivenbark: And so, we'll have a presentation on the whole renovation to the Youth Center inside-out, what the schedule is and what our plan of attack is. Our intention was, how can we jumpstart some improvements that have been desperately waiting to happen.

Mayor Cason: But you'll bring it back the next meeting.

City Manager Swanson-Rivenbark: Yes sir.

Mayor Cason: OK.

[End: 3:56:52 p.m.]

