



**Bridge Factors Factual Report Attachment 15 – FIU Design-Build Contract, entered into  
by the Florida International University Board of Trustees and Munilla Construction  
Management (MCM) dated January 14, 2016**

**Miami, FL**

**HWY18MH009**

**(15 pages)**

FLORIDA INTERNATIONAL UNIVERSITY  
DESIGN-BUILD CONTRACT

This Contract is entered into this 14<sup>th</sup> day of JAN., 2016 between THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES (hereinafter referred to as "FIU") and Munilla Construction Management LLC d/b/a MCM of 6201 SW 70<sup>th</sup> Street, Second Floor, Miami, Florida 33143, (hereinafter referred to as the "DESIGN-BUILD FIRM").

The DESIGN-BUILD FIRM agrees with FIU, for the consideration herein mentioned, and at the DESIGN-BUILD FIRM own proper cost and expense, to do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the BT904 UniversityCity Prosperity Project Request for Proposals and DESIGN-BUILD FIRM's Proposal dated October 28, 2015, both of which are incorporated by reference herein, and to the satisfaction of the duly authorized representatives of FIU, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Contract.

The DESIGN-BUILD FIRM shall also maintain such insurance as will protect FIU from any or all claims for property damage, personal injury and bodily injury, including death, which may arise from operations under this Contract as specified in the Request for Proposal. Certificates of such insurance shall be filed with FIU and shall be subject to its approval for adequacy of protection.

It is agreed that the work to be done under this Contract is to design and construct or otherwise improve the road(s), bridge(s), and building(s) described as: BT904 UniversityCity Prosperity Project Infrastructure Improvements, Base Bid and Additive Alternate Number 1 in Miami-Dade County, a distance of approximately two thousand eight hundred (2,800) feet and known as Federal Aid Project No(s): TGER-002-A, Financial Project No(s): FM No.434688-1 Contract No. ARI 73. The cost of Additive Alternate Number 1 and scope of work for Additive Alternate 1 shall be negotiated and agreed to by a future amendment to this Contract.

In consideration of the foregoing premises, FIU agrees to reimburse the DESIGN-BUILD FIRM, for all items of work performed and material furnished at the unit prices and under conditions set forth in the attached proposal.

FIU has hereunto caused these presents to be subscribed and the DESIGN-BUILD FIRM has affixed its name and seal, the date aforesaid. The terms of this Contract shall be binding upon full execution and date referenced below.

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

By: \_\_\_\_\_  
Print Name: Mark B Rosenberg  
Title: President  
Date: 1-14-2016  
\_\_\_\_\_  
Attorney FIU Date

Complete the following as appropriate

Munilla Construction Management, LLC d/b/a MCM

Design-Build Firm (Entity Name)

Authorized Signature: \_\_\_\_\_

\*Signature: \_\_\_\_\_

Printed Name: Alexis Leal

\* \_\_\_\_\_

Title: Director of Corporate Operations

Date: January 13, 2016

(Seal)

\*Include the signature and printed name of each partner required to be affixed per partnership agreement.

Organized and existing under the laws of the State of Florida and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.

**DESIGN – BUILD PROPOSAL  
OF**

Munilla Construction Management, LLC d/b/a MCM

(Proposer's Firm Name) (Prequalified Name, if Applicable)

6201 SW 70 Street Miami, FL 33143

(Proposing Firm's Physical Address - City - State -- Zip)

F.E.I.D. No. 59-2373403 Telephone No. 305-541-0000 FAX No. 305-541-9771

Email Address [REDACTED]

for constructing or otherwise improving a Bridge(s) and/or Section(s) of Road(s) No(s). or building(s)

UniversityCity Prosperity Project Infrastructure Improvements

In Miami-Dade County and known as Federal Aid Project No.: **TGER-002-A**

Contract No. **ARI 73** Financial Project No(s): **FM No. 434688-1**

**TO FLORIDA INTERNATIONAL UNIVERSITY:**

Submitted Date: 10/28/2015 Date Bids Due: 10/28/2015

The Proposer, hereby declares that no person or persons, firm or corporation, other than the Proposer, are interested, in this proposal, as principals, and that this Proposal is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Request for Proposal, Proposal forms, and that we have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, and that we will fully complete all necessary design and construction work in accordance with the documents herein stated, and the requirements under them of the Engineer, within the time limit specified in this Proposal.

Was an addendum issued on this project?

Yes

I (We) hereby acknowledge receipt of the following Addenda issued during the bidding period.

Addendum No.	Dated	Addendum No.	Dated
1	October 9, 2014	7	July 20, 2015
2	October 23, 2014	8	July 22, 2015
3	November 6, 2014	9	August 4, 2015
4	May 14, 2015	10	September 17, 2015
5	June 11, 2015	11	October 8, 2015
6	July 8, 2015		

Job No(s).

The Proposer agrees to perform all necessary work, as provided for in the contract, and if awarded the contract, to execute the Contract within 916 calendar days, excluding Saturdays, Sundays, and state holidays, after the date on which the notice of award has been given, and to fully complete all necessary work under the same within not more than calendar days. The Proposer further agrees to furnish a sufficient and satisfactory bond in the sum of not less than 100 percent of the contract price of the work.

The Proposer agrees to bear the full cost of maintaining all work until final acceptance, as provided in the contract.

A bid guaranty of five percent (5%) of the bid, payable to the Florida International University, must accompany this proposal. The guaranty amount shall include all bid items. If this proposal is accepted and the Proposer fails to execute the Contract under the conditions of this proposal, the bid guaranty shall be forfeited to the University; otherwise, said guaranty is to be returned to the Proposer upon delivery of a satisfactory bond.

Florida International University officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the University. By submitting a response, the Proposer warrants that Proposer has not employed or retained any person or entity, other than a bona fide employee working solely for the Proposer, to solicit or secure any award or Contract resulting from this competitive solicitation or to solicit or secure any other advantage or Contract resulting from this competitive solicitation. By signing a Contract with FIU, Successful Proposer warrants that the Successful Proposer has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Successful Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract, except as provided herein. In the event Successful Proposer's breach or violation of this warranty, FIU has the right to annul any Contract with such Successful Proposer resulting from this competitive solicitation, without liability, and to deduct from any amounts otherwise payable to Proposer under such Contract the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to FIU under such Contract, at law or in equity.

The Proposer, hereby certifies that it has carefully examined this proposal after the same was completed, and has verified each item placed thereon. The Proposer agrees to indemnify, defend and save harmless, Florida International University against any cost, damage, or expense which it may incur or be caused by any error in the Proposer's preparation of same.

By signing and submitting this proposal, the Proposer certifies that no principal (which includes officers, directors or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Proposer hereby certifies and obligates its firm as "Principal (Proposer)" to the attached Bid and Proposal Bond, as if and to the same effect as if the Proposer had affixed its signature thereon.

Section 287.134(a), Florida Statutes requires: An entity or affiliate who has been placed on the discriminatory vendor list 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 a public entity, may not

Job No(s).

be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Section 553.62, Florida Statutes, incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR s. 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. If trench excavation will be required on the project in excess of five feet in depth, the Proposer must identify the cost of compliance with the applicable trench safety standards below. If there will be no trench excavation on the project in excess of five feet in depth, write "not applicable" below. The cost of compliance shall be included in Base Bid and Alternate Bids as applicable.

	Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
A.	Drainage Pipe	LF	200	\$2.00	\$400.00
B.					
C.					
D.					
E.					

(ATTACH SEPARATE SHEET IF NECESSARY)

TOTAL: \$ 400.00

If applicable, this certifies that all trench excavation done within the control of the contractor will be in accordance with all applicable standards and with the specifications, and all requirements of Section 553.63(1)(a), 553.63(1)(b), 553.63(1)(c), Florida Statutes.

The undersigned Proposer, having visited the site of the proposed Project and having become familiar with the local conditions, nature and extent of the Work, and having examined carefully the Drawings, Design Criteria, FHWA 1273, FDOT Standard Specifications, General Specifications, Special Provisions, FIU Building Standards and all other documents, forms and requirements listed in the Request for Proposals and/or on the FIU Web Page for this Project, proposes to furnish all labor, materials, equipment and other items, facilities, and services for the proper execution and completion of the Project and if awarded the Contract, to complete said Work within the time limits specified for the following bid price:

Base Bid Nine Million, Three Hundred Eighty-Eight Thousand, Thirty Four Dollars  
 (\$ 9,388,034.00 )

With the foregoing as Base Bid, the following costs of alternate proposals are submitted in accordance with the Drawings and other requirements. All alternates must be quoted and all quotations will be considered as additive to the Base Bid.

Job No(s).

**Additive Alternate No. 1**

Extension of the "Complete Streets" work into the FIU Campus from the Norther Boundary for Additive Alternate 1 shown on Sheet 13 of the Request for Proposal Conceptual Plans Drawings issued 09/2015 – generally from the northeast corner of FIU Parking Garage Number 4, south and westward ending near the Green Library.

\$ 2,229,818.00

~~Additive Alternate No. 2~~

**DELETED BY ADDENDUM 4 – May 14, 2015**

~~Advanced Intermodal Multimodal Station (AIMS) Platform work on the FIU Campus according to the limits indicated on the Request for Proposal Drawings – generally located on the north side of FIU Parking Garage Number 6.~~

\$ \_\_\_\_\_

The Proposer hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Proposer further declares that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential Proposer.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a Proposer or potential Proposer on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.
5. The Proposer has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any other Proposer or person, whether in connection with this or any other project, in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.
6. The Proposer has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised or paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.
7. The Proposer has made a diligent inquiry of all members, officers, employees, and agents of the Proposer with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

Job No(s).

8. As required by Section 337.165, Florida Statutes, the Proposer has fully informed the Florida International University in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
9. The Proposer certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:
  - a. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.11 O(a), by any Federal department or agency;
  - b. has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. is presently indicted for or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
  - d. has within a three-year period preceding this certification had one or more Federal, State, or local government public transactions terminated for cause or default.
10. The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any Federal Agency unless authorized by Florida International University.
11. The firm certifies that the Proposer is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.
12. The Bidder certifies that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Where the Proposer is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Proposer has provided an explanation in the "Exceptions" portion on the following page or by attached separate sheet.

Job No(s).

**EXCEPTIONS:**

Any exception listed above will not necessarily result in denial of award, but will be considered in determining proposer responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions. I declare under penalty of perjury that the foregoing is true and correct.

=====  
**CORPORATION:**                      N/A

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Print Name

(Affix Corporate Seal)

=====  
**PARTNERSHIP:**                      N/A

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of General Partner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of General Partner

\_\_\_\_\_  
Print Name

=====  
**LIMITED LIABILITY COMPANY:**

Munilla Construction Management, LLC d/b/a MCM

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Authorized Signature

Title - Manager or Managing Member (Circle One)

Jorge Munilla/ President-Manager

\_\_\_\_\_  
Print Name

=====  
-Continued-

Job No(s).



=====

SOLE PROPRIETORSHIP:            N/A

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print Name

=====

JOINT VENTURE:                    N/A

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of Attorney-in-Fact (Attach Authorization)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
CONTRACTOR (Seal)

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
CONTRACTOR (Seal)

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
CONTRACTOR (Seal)

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Print Name

=====

Organized and existing under the laws of the State of Florida and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, certificate of incorporation or organization or certificate of authority having been issued by the Florida Department of State.

=====

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

**ATTACH BID BOND**

Job No(s).

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Munilla Construction Management, LLC d/b/a MCM

6201 SW 70 St., 2nd Floor

S Miami, FL 33143

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Florida International University

11555 SW 17 St., Room 142, Modesto A. Maidique Campus

Miami, FL 33199

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

FIU - UniversityCity Prosperity Project - BT-904

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of October, 2015

(Witness)

(Witness)

Munilla Construction Management, LLC d/b/a MCM  
(Principal)

By:   
(Title) Alexis Leal, Director of Corporate Operations

Travelers Casualty and Surety Company of America  
(Surety) (Seal)

By:   
(Title) Charles J. Nielson Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225989

Certificate No. 006370493

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, Mary C. Aeeves, David R. Hoover, Gicelle Pajon, Olga Iglesias, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of June, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Redacted Signature]
Robert L. Raney, Senior Vice President

On this the 3rd day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Redacted Signature]
Marie C. Tetreault, Notary Public

**FORM A**  
**NON-COLLUSION CERTIFICATION**

This form must be completed and submitted with the bid.  
The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise take any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

  
\_\_\_\_\_  
Signature (Contractor / Architect/Engineer's)

10-27-2015  
\_\_\_\_\_  
Date

Jorge Munilla/President-Manager  
\_\_\_\_\_  
Name and title of Authorized Signee

Munilla Construction Management, LLC d/b/a MCM  
\_\_\_\_\_  
Name of Corporation, Partnership, Trust, Etc.

(SEAL)




**FORM B**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**INELIGIBILITY AND VOLUNTARY**  
**EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (34 CFR, part 85, Section 85.510, Participant's Responsibilities).

"The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification;
- (d) and has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

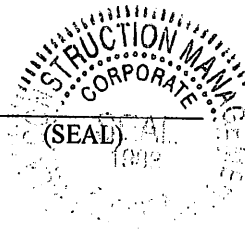
The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.

  
Contractor/ Architect/Engineer's Signature

10-28-2015  
Date

Jorge Munilla/President-Manager  
Name and Title of Authorized Signee

Munilla Construction Management, LLC d/b/a MCM  
Name of Corporation, Partnership, Trust, Etc.



**FORM C**  
**PUBLIC ENTITY CRIMES CERTIFICATION**

SWORN STATEMENT UNDER SECTION 287.133 (3)(a),  
FLORIDA STATUTE, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or  
Contract No. ARI 73

For University City Prosperity Project Infrastructures Improvements  
2. This sworn statement is submitted by Munilla Construction Management, LLC d/b/a MCM  
(name of entity submitting sworn statement)  
whose business address is: 6201 SW 70 Street Miami, FL 33143

(if applicable) its Federal Employer Identification Number (FEIN) is 59-2373403  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

3. My name is Alexis Leal and my relationship to the entity named  
(please print name of individual signing) above is  
Director of Corporate Operations

4. 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 of 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 or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 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 jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliated" includes those officers, directors, executives, 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 prima 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.

c. I understand that a "person" as defined in Paragraph 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 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 tem

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.


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

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

The entity submitting this sworn statement, or one of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 determined that it was not in the public interest to place the entity submitting the 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 PARAGRAPHS 1-3 (ONE THRU THREE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH 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.

 (Signature) 10-27-2015 (Date)

State of Florida  
County of Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jorge Munilla who, after first being sworn by me, affixed his/her signature in the space provided on this 28 day of October, 20 15

  
NOTARY PUBLIC  
Commission Number: FF-207104  
Commission Expires: 03/05/2019

