

Aviation

Maintenance Department
4200 NW 22 Street, Bldg 3030
Miami FL 33159



MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7360 Plan
RPQ No: 1003877-2024

INVITATION TO BID

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to Mrs. Cindy Garcia-Lynskey at Miami International Airport (MIA) - Bldg. 3030 - 2nd Floor, C-Wing no later than 9/18/2024 at 02:00 PM. If you have any questions, contact CINDY GARCIA-LYNSKEY at (305) 876-8449.

This RPQ is issued under the terms and conditions of the Miscellaneous Construction Contracts (MCC) Program MCC 7360 Plan.

RPQ DETAILED BREAKDOWN

Bid Due Date:	9/18/2024	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes	SBE-Con. Level:	N/A
Estimated Value:	\$4,500,000 (excluding Contingencies and Dedicated Allowances)						
Project Name:	MDAD Terrazzo Flooring Service Contract - 2024						
Project Location:	MDAD Operated Facilities						
License Requirements:	Primary:	Flooring; General Building Contractor					
Scope of Work:	<p>(Contractor must obtain and submit all permits prior to performing any work). Scope of Work: (Contractor must obtain and submit all permits prior to performing any work.)</p> <p>The scope of work entails maintenance, repair, replacement and/or installation of terrazzo flooring. Assigned tasks may include but not be limited to application of maintenance coats, polishing, fill-in penetrations in terrazzo floor matching existing color and texture, repair of cracks, removal of existing flooring systems (i.e., carpet, terrazzo base, vinyl, tile, marble or other existing flooring) for replacement and installation with new terrazzo flooring systems. The new epoxy matrix terrazzo system shall be 3/8" in thickness. Installation shall comply with Manufacturer requirements as well as applicable specifications and/or MDAD Design Guidelines to be distributed at the mandatory pre-bid meeting. When repair is to be performed to the existing terrazzo and/or floor polishing, it shall be as directed by the PM. Floor leveling is required before installation of new terrazzo systems and shall be performed utilizing approved concrete leveling mixes and/or feathering products. Anti-crack/anti-fracture suppressant membranes shall be installed as part of the terrazzo flooring systems. The replacement color for repairs shall match the existing in color, finish and chip composition. Preliminary mock-ups and "test patch repairs" shall be required. The majority of work shall be completed at night to minimize impact to routine business operations. When replacing sections greater than 1 SQ. FT., a waterproofing vapor barrier may be required as well as shot blasting the existing concrete substrate to ensure adhesion predominantly when moisture testing results are above 3 LB/CU. FT. Areas outside the construction limit(s) shall be protected and maintained clean at all times. Work areas shall be enclosed with 8' or 4' high partition systems, constructed with 2" x 4" studs and one side 5/8" gypsum or plywood painted white with polyethylene (plastic) sheeting attached up to the ceiling to minimize disruptions by the construction activities to routine business operations. The contractor shall protect assigned staging, storage and/or work areas to prevent public exposure to dust, noise, fumes and alike and maintain a safe working environment. All new terrazzo shall be protected during the curing period.</p> <p>Contractors/Prospective bidders are notified that the MDAD PM will coordinate with the Office of Art in Public Places (AIPP) on those areas where "art work" is present to ensure the artwork's integrity is retained.</p> <p>All work shall be authorized via independent work orders. Funding sources may vary for each work order. Each work order shall include a purchase order encumbering the pertinent funds for the authorized work scope.</p>						
Document Pickup:	Contact:	CINDY GARCIA-LYNSKEY	Phone No:	305-876-8449	Date:	8/13/2024	
	Location:	Miami International Airport (MIA) - Bldg. 3030 - 2nd Floor, C-Wing					
Pre-Bid Meeting::	YES	Mandatory:	YES	Date:	8/22/2024	Time:	02:30 PM
	Location:	Miami International Airport (MIA) - Bldg. 3030 - 2nd Floor, C-Wing, Conf. Rm. #1					
Site Meeting:	YES	Mandatory:	YES	Date:	8/22/2024	Time:	02:30 PM

		Location:		Miami International Airport (MIA) - Bldg. 3030 - 2nd Floor, C-Wing, Conf. Rm. #1							
Bid shall be submitted to:		Contact:		Mrs. Cindy Garcia-Lynskey							
		Address:		Miami International Airport (MIA) - Bldg. 3030 - 2nd Floor, C-Wing							
		Email:		cgarcialynskey@flymia.com			FAX # :		305-869-4782		
Type of Contract:		Single Trade			Method of Award:		Lowest Responsible Bidder				
Method of Payment:		Scheduled Monthly Payments			Insurance Required:		YES				
Additional Insurance Required:		YES			If Yes - Minimum Coverage:		\$5,000,000.00				
Performance & Payment Bond Required:		YES			Bid Bond Required:		YES				
Prevailing Wage Rate Required:		N/A		Davis Bacon:		NO		Maintenance Wages:		NO	
								AIPP:		NO	
								Amount:			
SBE-Con. Requirements:		NO		Percentage:		0.00%		SBD Certificate of Assurance Form Required:		NO	
DBE Participation:		NO		Percentage:		0.00%		DBE Subcontractor Forms Required:		NO	
CWP Requirements:		NO		Percentage:		0.00%					
SBE-S Requirements		NO		Percentage:		0.00%					
SBE-G Requirements		NO		Percentage:		0.00%					
Liquidated Damages:		YES		\$\$ Per Day:		\$117.58					
Trade Set-a-side:		NO		If Yes, Trade =							
For RPB's less than \$10,000, if no LD rate is specified, the County reserves the right to assess actual damages in lieu of LDs.											
Design Drawing Included:		NO		Shop Drawing Included:		NO		Specifications Included:		YES	
Anticipated Start Date:		10/12/2024				Calendar Days for Project Completion:				1460	
Comments:		<p>Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.</p> <p>Provided, however, UAP shall not be applicable for total contract values, inclusive of contingency and allowance accounts, of less than five hundred thousand dollars (\$500,000.00).</p> <p>This contract shall be for a maximum term of four (4) years. The total contract award allocation is not to exceed \$4,500,000 plus a 10% contingency account to address miscellaneous unforeseen conditions and/or repairs. Work shall be authorized on an as needed basis via Work Orders by the MDAD project manager (PM). MDAD offers no guarantee that the full contract allocation award amount will be used.</p> <p>The contingency account is to be used at the discretion of the MDAD PM for unforeseen conditions, construction changes, additional work, equipment or materials not covered by line items on the by line items on the Schedule of Prices Supplemental Bid Form. Use of the accounts shall be only upon written authorization by the MDAD PM.</p> <p>Pricing for Work Orders shall be based on unit prices established on the Schedule of Prices Supplemental Bid Form distributed along with the RPB documents. Said form will be distributed at the mandatory pre-bid meeting and must be submitted along with the bid documents. Prospective bidders are cautioned that failure to complete and submit the Schedule of Prices Supplemental Bid Form with the bid documents shall result in their bid being rescinded. Prospective bidders are notified hereby that their unit costs and total price for the listed items on the Schedule of Prices Supplemental Bid Form shall be all inclusive for each line item (i.e., unit cost shall include labor, parts, materials, equipment, overhead & profit, permitting fees if applicable and any other incidentals) required to perform the work. Some or all of the work may have to be completed at night to minimize disruptions to the MDAD's business operations. Please adjust unit costs accordingly. Line item unit costs must also include costs associated with all labor burden items such as but not limited to demolition of existing floors, debris removal, provision of</p>									

dumpsters for temporary disposal and subsequent disposal fees, etc. In the case of bids containing supplemental bid schedules (i.e., such as this one), the correct summation of the correct line items, obtained by multiplying the established quantities by the quoted unit cost prices entered therein, together with lump sum prices (i.e., if applicable) will be considered as the total bid amount. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Obvious mathematical errors on the Bid Form discovered by the County will be corrected. The grand total bid price calculated on the Schedule of Prices Supplemental Bid Form shall be reflected on Form 5A. The Schedule of Prices Supplemental Bid Form's grand total cost shall be used to determine the low "responsive and responsible" bidder.

Contractor/Prospective bidders are responsible for taking into consideration all applicable Ordinances and/or Regulations in force at the time of the bid, that may affect their unit prices. For multi-year contracts such as this one, bidders shall project wage increases based on previous years and adjust unit costs accordingly. Omission by the Contractor/Prospective bidders shall not constitute grounds for change order(s). Furthermore, the awarded contractor shall obtain and submit all permits (i.e., as applicable) before performing any work.

Prospective bidders shall submit both a Bid and Payment & Performance (P&P) bonds. Bidders may use the Surety Company standard bid bond. Alternatively, a certified or cashier's check will be acceptable in lieu of the bid bond. The bid bond shall be submitted with the bid documents. The P&P bond must be submitted, using the MCC-7360 contract specified form, within ten (10) working days from receipt of the Recommendation for Award (RFA) or time extension authorized by the MDAD PM. A sample of the acceptable P&P bond will be distributed at the mandatory pre-bid meeting. The P&P bond shall be required for the full contract amount which shall include the base award amount plus the 10% contingency. The full award amount will be indicated once the low "responsive and responsible" bid is determined on the Recommendation for Award. Bidders are instructed to consider, account and reflect the total cost of the P&P bond for the entire contract duration and full allocation on their bid. The cost for the P&P bond premium shall be reflected on the Schedule of Prices Supplemental Bid Form's.

Terrazzo floor work, maintenance and/or repairs will be required throughout all airport facilities operated by the MDAD including MIA, Opa-locka G.A. Airport, Kendall-Tamiami G.A. Airport, Homestead G.A. Airport and the Training and Transition G.A. Airport. Therefore, valid MDAD identification (ID) badges with a Customs Seal are required as well as vehicle permits (with accompanying insurance) for access to the Airside Operations Area (AOA). The awarded contractor, its employees, its subcontractors and suppliers shall comply with all MDAD security requirements including background checks, security badges, identification badging bonding requirements, specialized aviation-related insurance requirements, etc. The awarded contractor shall be responsible for all costs associated with the ID badges, insurance and vehicle permits as needed. The annual unit cost, as shown on the Schedule of Prices Supplemental Bid Form, shall be adjusted accordingly.

All bidders shall comply with the qualification requirements for maintenance, repair, replacement and/or new installation of terrazzo floors outlined below:

1. Terrazzo installation must be performed by contractors certified by terrazzo manufacturer(s). All bidders must be individually certified by the terrazzo manufacturer. Please insure your firm complies with this requirement.
2. Company terrazzo installers (i.e., applicators) performing the work must be individually certified by the manufacturer. Proof or certification must be submitted with bid documents. Please ensure that your firm employs certified terrazzo installers.
3. Subcontracting any phase of the terrazzo work is unacceptable. Please insure that your firm can self-perform all the terrazzo and related work without subcontracting any portions.
4. Bidders shall have at least 5 years of verifiable experience installing Cementous, epoxy and pre-fabricated epoxy terrazzo flooring systems. In addition, based on the previous contracts, individual terrazzo projects may range between \$250,000 to \$1,000,000 or more in cost. Please submit a list of at least 5 verifiable projects within this cost range completed over the past 5 years. Provide the list with the bid documents and include the client contact information to verify each project.
5. The terrazzo related work will be implemented at airport facilities including the MIA Terminal and/or Concourses. Accordingly, experience at similar facilities is preferred. Please verify that the firm or its employees have satisfactorily completed terrazzo flooring related projects at MIA or a similar port facility over the past 5 years. Provide the list of at least 3 projects completed airport facilities with the bid documents. Be sure to include the contact information to verify each project.
6. Please verify experience in preparation and implementation of Movement of Traffic (MOT) plans including fabrication and installation of fully encapsulating containment systems for flooring work. The containment systems shall consist of 8' or 4' high plywood barricades, painted white and with plastic sheeting attached all the way to the ceiling.

7. The contract will be awarded through the MCC-7360 program as a multi-year service contract for terrazzo floor maintenance, repairs, installation and/or full replacement with a total allocation up to \$5 million in value. Work will be authorized as needed via individual work orders. Please insure your firm has the necessary bonding capacity before submitting a bid.

8. All employees for the awarded bidder shall obtain MDAD photo identification (ID) badges which are subject to a fingerprint-based Criminal History Records Background Check by the Federal Bureau of Investigation (FBI). Employees that fail the FBI Background Check will not receive MDAD ID badges and will not be allowed to work on the contract. Please insure that your employees will pass the background check and will be able to obtain the required ID badges.

Note: Contractors unable to comply with all requirements listed above shall be disqualified from the bidding process. Contractor/prospective bidders are cautioned that failure to submit the supporting documentation with the bid documents may result in the bid being rescinded.

LICENSE QUALIFICATIONS OF CONTRACTORS:

A Bidder must hold at the time its bid is submitted, unless this Contract is exempt under Florida Statutes Section 489.103 and Miami-Dade County Code, Chapter 10, Section 10-22 (a) (2), a current valid certificate, as listed below, qualifying the Bidder to perform the Work contemplated under this RPQ.

- The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or
- The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code. Holders of Miami-Dade County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.117, Florida Statutes.

Note, if the Bidder is a joint venture, the joint venture entity, of whatever nature or qualifications, must be qualified as a separate and distinct entity as required by the rules of the State of Florida Department of Business & Professional Regulations (DBPR). Joint Venture Bidders not otherwise qualified as set forth above, may submit Qualifications if they have initiated the process with the Florida Construction Industry Licensing Board and have received a letter from the Department of Business & Professional Regulations (DBPR) attesting that they have satisfied the requirements of DBPR pertaining to the Qualifications of Joint Ventures. Such letters must be submitted with the Bid. Failure to hold the appropriate certificate at the time of this Bid is submitted shall render the Bid non-responsive.

The pre-bid meeting is mandatory. Failure to attend or arrive on time to the mandatory pre-bid meeting shall result in being disqualified from bidding on the project. A mandatory site meeting may follow the pre-bid meeting. Please notify the MDAD project manager (PM) via e-mail at least 7 calendar days in advance if you plan to attend the mandatory pre-bid meeting to insure a set of bid documents will be available for your firm as well as to make arrangements for access to the MDAD facilities.

Bidders are hereby warned that the drawings, specifications and documents that will be distributed related to the project may contain sensitive security information (SSI). Accordingly, bidders are directed to comply with the standards for access, dissemination, handling & safeguarding of SSI in accordance with 49 CFR Part 1520, any applicable amendments and/or supplementary guidance(s) issued by the Department of Homeland Security.

All bidders shall comply with the county resiliency policies, and as part of the prescribed sustainability Max Measures:

- Green Procurement Preference Program (Resolution 1053-09): Resulted in Miami-Dade County "Buy Green" Purchasing Policy specifying 17 green commodity priority categories. These are guidelines include led-free paint and low-VOC's products: County's Green Purchasing 17 Commodity Priorities.
- Please provide documentation or certification demonstrating all products meet or exceed the Low-VOC and Led-Free requirements.

Be notified that Miami-Dade County's Small Business Development has launched and implemented the LCP tracker system. LCP tracker is a web-based certified payroll management system and the second component of the BMW-S for contracts subject to federally funded contracts with Davis Bacon wages. Use of the system is offered at no expense to contractors and subcontractors participating on County contracts. Beginning with the date of the first reporting period, each contractor and every lower-tier subcontractor is required to submit certified payrolls and labor compliance documentation electronically via the LCP tracker system, by the date agreed in the contract, every month for the previous month. Use of the LCP tracker is mandatory pursuant to County Ordinance 18-33. Prime contractors and subcontractors will be provided a username and password to access LCP tracker. LCP tracker accounts can be accessed via BMW-S at www.mdcsgdb.gob2g.com.

The County reserves the right to reject any or all Bids, to waive informalities and irregularities, or to re-advertise the project. The County, by choosing to exercise its right of rejection, does so without the imposition of any liability against the County by all Bidders. Confidentiality Affidavits may be obtained in advance by downloading from <http://www.miami-airport.com/bids.asp>

Compliance with the Aviation Department (MDAD)'s Environmental Policy, ISO 14000 certification and Commissioning requirements will be strictly enforced by the MDAD PM. These requirements will be discussed during the mandatory Prebid meeting. The awarded bidder, its subcontractors and suppliers delivering to the work site shall comply with all requirements listed on the project plans, specifications and/or distributed separately at the mandatory pre-bid meeting.

Some of the work, such as delivery of materials and equipment, may have to be completed in off-hours (i.e., possibly at night). Specific working hours will be established by the MDAD PM in coordination with MDAD Properties, MDAD Terminal Operations, and MDAD Landside Operations as well as any other agency impacted by the work for each work order. In addition, the awarded bidder is responsible for the coordination of the work including but not limited to preparation and obtaining approval for Maintenance of Traffic (MOT) plans from pertinent MDAD Units, delivery of materials, storage at night in designated area(s), planning and preparation of the suitable staging areas with applicable MDAD Units, etc. **WORKING DURING HOLIDAYS MAY NOT BE PERMITTED.** Please be sure to adjust bid prices accordingly.

Employees from the awarded contractor as well as its subcontractors (if applicable) shall obtain MDAD identification badges including the CBP seal and comply with all MDAD security requirements, background checks, security badges, identification badging bonding, specialized aviation-related insurance requirements, etc. Information regarding the MDAD badging requirements (i.e., as applicable) will be provided at the mandatory pre-bid meeting.

The awarded bidder shall maintain valid insurance in accordance with the requirements established below, AOA access decals for vehicles, bond(s), MDAD identification badges and shall comply with responsible wages throughout the entire term of the contract.

The awarded contractor is responsible for the safety and security of the job site. Any vandalism, theft, etc. which occurs during the construction time is the responsibility of the contractor. No monetary compensation shall be granted if any of the above occurs. Contractor is required to have proper insurance to cover ongoing work on the job site. If Contractor opts to hire an independent Security Company, such company is to be properly bonded and insured. Furthermore, the Security Company shall comply with all of MDAD's security, insurance and identification badging requirements.

The awarded contractor shall be responsible for obtaining all utility clearances and coordinating all utility shutdowns at least 14 working days before initiating any work. Work shall not commence until all clearances are obtained and shutdown notices sent. Damage to existing equipment, utilities, MDAD or its business partners property, etc. will be repaired and/or replaced at the contractor's expense. MDAD forms and procedures to obtain utility clearances and/or coordinate shutdowns will be distributed at the mandatory pre-bid meeting.

The contractor shall notify the MDAD PM in writing at least 14 calendar days in advance of any and all traffic interruptions, erection of barriers, utility shutdowns, etc. Notification shall be made in writing and using the appropriate form(s) at least fourteen (14) working days before any activity that may impact the facility and its use. Written approval by the MDAD PM or its assigned representative shall be obtained before the contractor proceeds with such work.

Construction activities which will adversely impact or disrupt the MDAD's ability to use the facility as intended throughout project duration, including but not limited to restrictions in facility access or utilization of existing spaces, shall be coordinated with the MDAD PM and the facility users prior to execution to minimize potential problems and/or hazards during the construction process. Work areas shall be enclosed in 8' or 4' high plywood partition systems, painted white with sheeting attached up to the ceiling to minimize impacts by the construction activities to routine business operations.

The contractor shall maintain a daily log (report) of activity at the jobsite. Reports will be submitted to the MDAD PM upon request. Daily reports shall be submitted to the Construction Supervisor at the stipulated progress meeting(s). **FAILURE TO SUBMIT DAILY REPORTS AS STIPULATED ABOVE MAY RESULT IN PAYMENT DELAYS.**

The contractor will be responsible for all his work until accepted by the MDAD. Any damage to any newly completed or in progress work will be the sole responsibility of the contractor to fix at

no additional cost to the MDAD. No time extension will be granted for any delays related to such damages. All existing finishes and areas disturbed by the contractor shall be repaired and or replaced to their original condition as directed by the MDAD PM.

Trash and accumulated construction debris shall be removed by the CONTRACTOR from the jobsite on a daily or nightly basis and before the end of the work shift. The work area(s) must be fully cleaned and accessible at the end of each work shift. Materials, equipment, trash and/or debris may be temporarily staged and stored at areas assigned by MDAD Operations. Containers, materials, equipment and/or containers must be properly protected, covered and/or sealed to prevent fume impacts to routine business operations.

The contractor shall provide competent English speaking Project Manager/Supervisor/foremen to supervise all phases of work.

Permitting (i.e., if applicable): The contractor is responsible for obtaining all permits and paying all related fees needed to begin and complete all phases of work within the dry run approved documents. It shall be the contractor's responsibility to ensure that all required regulatory or proprietary permits are obtained prior to commencement of work. Copies of all permits shall be submitted to MDAD PM before commencing work. The contractor is responsible for obtaining all permits and inspections required to complete project. The contractor, prior to final requisition for payment, shall obtain and submit a Certificate of Completion and/or Certificate of Occupancy (i.e., as applicable) to the MDAD PM.

The contractor shall provide all construction administration services and related costs required for all permits and preparation of all required shop drawings, review, field inspections, as-built drawings, change order review, close out documents and Engineering certificates as required by the AHJs. Bids shall be adjusted accordingly.

Shop Drawings and Samples: The contractor shall submit seven (7) copies of all Shop Drawings, catalog cut-sheets and samples (submittals) required. Samples (as applicable) shall provide full range of manufacturer's standard colors, textures, and patterns for selection. All color and finish selections must be submitted by the contractor in a single submittal, properly labeled and identified.

The contractor shall maintain a set of construction drawings on site reflecting all changes, revisions, approved RFIs and/or directives applicable to the changes/modifications. All changes, revisions and/or modifications shall be clearly marked in red on the said drawings before requesting pencil draft walkthrough inspections for processing of payment requisitions. The marked set of drawings shall be readily available at the project site upon request by the MDAD project manager and/or its authorized representative(s).

A pencil draft walkthrough inspection with the MDAD project manager, the A/E of Record, the HNTB assigned representative (i.e., if applicable), the construction inspector (i.e., project CIS if applicable) and/or any other authorized MDAD representative must be coordinated and conducted to verify quantities being billed before submittal of monthly invoices for processing and payment. Quantities being billed shall be strictly based on the accepted distributed work order authorizing work and percentage of completion for each line item. AIA invoice forms must include spaces for execution/approval by the A/E of Record, the CIS (i.e., if applicable) and the HNTB representative. A separate invoice cover page reflecting a distinctive contractor invoice number, the project number, name, general information and invoiced amount shall also be included with all invoice packages. The contractor is responsible for obtaining signatures from the A/E of Record, the CIS (i.e., if applicable) and the HNTB representative (i.e., if applicable) before submitting the invoice to the MDAD project manager for final review and processing. Bidders are notified hereby that all invoices shall include certified payrolls and release, or Consent of Surety forms distributed at the mandatory pre-bid meeting for the prime, its subcontractors and/or suppliers. This applies to all Requisitions for Payment. Failure to comply shall result in the invoice being deemed "improper" and delays in payment until all required documentation is received and verified correct.

As-built Drawings: The contractor shall provide THREE (3) HARD COPIES and THREE (3) CAD COPIES on CD of SIGNED and SEALED as-built drawings at completion of work. Use the latest version of CAD compiled format. X-REF files are not acceptable. Final requisition for payment will not be processed without submittal and acceptance of as-built drawings. The contractor shall maintain updated Red line as-built drawings at the jobsite for review as part of the Monthly Requisition review meeting. The as-built drawings on site shall reflect all changes, revisions, approved RFIs and/or directives applicable to changes/modifications. All changes, revisions and/or modifications shall be clearly marked in red on the said drawings before requesting pencil draft walkthrough inspections for processing of payment requisitions. The marked set of drawings shall be readily available at the project site upon request by the MDAD PM and/or its authorized

representative(s). All projects must have an As-Built completed, received, reviewed and approved as required by the MDAD PM before authorizing final payment to the contractor. As-Builts shall be Signed and Sealed by a Professional Surveyor. The following information must be shown on the As-Builts: The size and locations of all glazing structures, ductwork and/or lines; locations of all turning points and fixtures (elbows, tees, valves, manholes, transformers, junction boxes, etc.) together with all visible improvements (buildings, poles, fence, etc.); top elevations for all turning points and on lines at minimal intervals but not less than at every 20'; all finish floor elevations of all buildings, glazing structures and electrical equipment servicing it, if any, together with all manhole inverts and rim elevations. If as-builts are done for a building, setbacks to the property line must be shown. All of the above locations must be tied to known points on the project site. As-Builts shall be Signed and Sealed by a Professional Surveyor.

If the awarded contractor shall neglect, fail, or refuse to complete the work within the time specified for Substantial Completion in the Notice to Proceed (NTP) and/or subsequent Work Orders, then the contractor hereby agrees, as part of the consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, the sum, shown previously on this document, per day for each calendar day beyond the dates set forth in the NTP and/or Work Order(s). The said amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof. Said amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the contractor, and if said monies are insufficient to cover said damages, then the Contractor shall pay the amount of the difference. Substantial completion does not relieve the contractor of completing the project in its entirety, nor does it obligate the owner to pay the entire contract price. Final acceptance is achieved when a Certificate of Completion or Occupancy, acceptable warranties, final payrolls, final releases or acceptable Consent of Surety and documentation required in the contract documents have been submitted and approved by the MDAD PM. If the CONTRACTOR fails to submit all documentation to close the project within thirty (30) calendar days of final acceptance; liquidated damages per day, at the sum shown previously on this document, may be assessed until all documentation is received.

The contractor shall include all required testing, as indicated on the bid documents and specifications, as a part of the project scope. The awarded contractor is responsible for testing and associated costs. Reports and certifications shall be included as a part of contractors' bid. The contractor shall submit test results via report(s) before the end of the project and final billing. Test reports will be reviewed by the Architect/Engineer (A/E) of Record and/or the MDAD PM. The contractor shall address all comments in relation to the test reports at no additional cost.

Bids must be submitted in a sealed envelope. The bidder's name, address, the project name and the RPQ number must be indicated on the outside of the envelope, and the date of the bid opening. The sealed envelope shall include, at a minimum, the following documents:

1. Bid price using form 5-A, (provided in the bid package).
2. The fully completed Schedule of Prices Supplemental Bid Form.
3. Bid guarantee in the form of a bid bond, certified check, or cashier's check. Failure to submit a bid bond/guarantee shall render the bid non-responsive. This is not a curable deficiency.
4. Bidders must submit a completed, signed, and notarized Certificate of Assurance (COA) as part of the Bid if Good and Services is applied to the project.
5. Any and all applicable Addenda documents (fully executed and dated) issued during the bidding phase.
6. Proof of Verification of Employment Eligibility on the E-Verify System managed by the U.S. Department of Homeland Security.

All potential bidders are hereby notified that failure to submit the completed Bid Form – Attachment 5A reflecting the bid amount and bidder information, the completed Schedule of Prices Supplemental Bid Form and/or the bid bond/guarantee will not constitute a curable deficiency and shall render the bid "non-responsive."

Bidders are hereby notified that the bid box is located in the hallway in front of Conference Rooms 1 in MIA Bldg. 3030, B-Wing, 2nd Floor. If the time clock adjacent to the bid box is unable to stamp the bid envelope due to its thickness, please see Mrs. Cindy Garcia-Lynsky, Ms. Aimee Alvarez Sal, or any MDAD representative at MIA Building 3030 to have bid envelopes signed, dated and timed prior to dropping them in the box.

For each work order, the contractor shall submit a cost loading "Construction Progress Schedule" along with the line items breakdown as follows:

Construction Schedule: Submit a Gantt chart with separate bar for each trade, activity and operation on each building, structure and improvement. Include all trades required for completion of project in activities of schedule. Identify the first workday of each week. Please submit schedule in Primavera. Provide electronic copy of schedule or submit via E-mail to the MDAD PM. Revised schedules shall be provided with each application for payment. Revised schedules must reflect all changes since previous submittal. Failure to submit updated schedule may be cause for withholding payment to contractor. Activities detailed within construction schedule shall correlate with all items listed on the applicable work order. The MDAD PM or its approved representative will review and return schedule (approved or rejected) to the contractor. Construction may not be allowed to begin until OWNER has reviewed and approved in writing of contractor's proposed schedule.

Progress Meetings: The MDAD project manager may schedule and host progress meetings throughout the duration of the contract and/or independent work orders. The contractor shall attend each meeting with major subcontractors, contractor's project manager, job superintendent and supplier representatives. Attendants noted above shall cooperate with the MDAD PM to insure that meetings are held on a timely manner. One of the progress meetings may be designated as a monthly payment requisition review meeting.

The Cone of Silence is in effect. Requests for information (RFIs) related to the RPQ documents shall comply with the Cone of Silence, Administrative Order 3-27. RFIs shall be submitted in writing following the process and forms outlined on the MCC-7360 contract documents. The deadline for submittal of questions and/or RFIs is no less than five (5) working days before the RPQ bid due/opening date and time. RFIs shall be submitted to the MDAD PM with a copy to the Clerk of the Board. The MDAD will issue all changes and/or clarifications to the RPQ in writing via an Addendum. Verbal statements made by the County or the Owner's Representative that are not contained in the RPQ or Addendum are not binding on the County and do not form any basis for a bidder's response to a RPQ.

The County reserves the right to make changes to the Contract Documents, as it finds necessary or in its best interest, at any time prior to the opening of Bids. All interpretations and supplemental instructions will be issued as a written Addendum to the Contract Documents which, if issued, will be sent by email to all prospective Bidders (at the respective email addresses furnished for such purposes) prior to the opening of Bids. Only the interpretations or corrections of the Bid Documents given by addenda shall be binding, and prospective Bidders are warned that no other source is authorized to give information concerning, explaining, or interpreting the Bid Documents. Bidders shall not rely on any oral interpretation, nor correction of any apparent ambiguity, inconsistency or error offered by any person. All document holders must provide a dedicated e-mail address. The Department will only be sending addenda by e-mail. PLEASE BE AWARE THAT ACKNOWLEDGEMENT OF RECEIPT OF ALL ADDENDA REMAIN A REQUIREMENT WHEN SUBMITTING BIDS.

INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to insert your Department's name and address, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude coverage for Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

DISCLOSURE:

- Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to **Aviation, Maintenance Department, 4200 NW 22 Street, Bldg 3030, Miami FI 33159**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A.** Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
 - a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.
- B.** Commercial General Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

*Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. \$1 million limit applies at all other airports.

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY):

By entering the Contract, the Awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Awarded Bidder effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Awarded Bidder, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Awarded Bidder, the Awarded Bidder may not be awarded a public contract for a period of one year after the date of termination, and the Awarded Bidder may be liable for any additional costs incurred by the County resulting from the termination of the Contract. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.