

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 - CICC 7360-0/08

RPQ No: AC017A-4

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 Alex Montalvo at MIA Bldg. 3030 C-Wing, Room C229 no later than 8/30/2024 at 02:00 PM. If you have any questions, contact Alejandro Montalvo at 305-876-7513.

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: | 8/30/2024 | 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 Material Hauling and Proper Disposal Service Contract - 4 | | | | | | |
| Project Location: | MDAD Operated Facilities | | | | | | |
| License Requirements: | Primary: | General Building Contractor | | | | | |
| | Sub: | Land Clearing / Grubbing | | | | | |
| Scope of Work: | <p>(Contractor must obtain and submit all permits prior to performing any work). Provide labor, materials and/or equipment to stockpile, protect stockpile area, cover, secure, load, haul and properly dispose of material generated from various projects at MDAD operated facilities. MDAD operated facilities include but are not limited to Miami International, Opa-locka Executive (OPF), Opa-locka West (X46), Miami Executive (TMB), Homestead General Aviation Airport (X-51) and Training and Transition (T&T) Airports. Materials shall be covered and secured in accordance with MDAD's P-160 requirements. Environmental oversight, sampling and testing of stockpiles for proper disposal will be provided, as deemed necessary, by MDAD independent consultants. The Contractor shall provide a general foreman or superintendent to identify stockpiles, coordinate, submit analytical data and disposition to receiving facilities, obtain facility approval before transportation/disposal, supervise stockpile removal, notate haul trucks, collect/cross reference, compile and submit material disposal manifests verifying quantities to the MDAD project manager (PM) and DERM liaison within 60 calendar days of soil disposal. Note that manifests shall be cross-referenced to the corresponding stockpiles. The awarded contractor shall provide contact information for all key personnel involved on the project to be reached for routine and/or emergency situations. The said personnel shall be available 24/7. There is a strong possibility that some or all the material being handled may be contaminated. Accordingly, the awarded bidder and its subcontractor(s) shall comply with OSHA regulation 1910.120 - Hazardous waste operations and emergency response. The material transporter shall maintain and submit a current and valid general hauler permit. Copies of the general hauler permit shall be submitted with the bid package. In addition, the selected bidder shall prepare and submit a health and safety plan (HASP) to include addressing hazardous material/soil if encountered upon receipt of the Recommendation for Award (RFA) for review and approval by the DERM liaison. The HASP shall include training certificates for all employees working on the project in compliance with the OSHA Hazardous Waste Operations & Emergency Response Regulations 29 CFR 1910.120. Furthermore, the HASP must be signed by a certified industrial hygienist (CIH) or a certified safety professional (CSP) and deemed acceptable by DERM before the award process is completed. The awarded contractor shall also provide all labor, materials and/or equipment for access, general maintenance of the stockpile areas, dust control and clean-up of the work area during and following completion of the hauling activities. Storm drain structures within the work area shall be protected based on best management practices to be approved by the MDAD project manager (PM) or its authorized rep. Stockpile areas shall be bermed and open ground protected from being impacted by contaminated material. Equipment for these tasks shall include but not be limited to water truck equipped with nozzle, vac truck and broom. Material accumulated in the sweeper and/or vac truck shall be collected and properly disposed of along with stockpiles. Furthermore, contractor shall provide the necessary labor, materials and equipment to mow, cut, remove, control and "properly" dispose of overgrown, thick and/or contaminated vegetation upon notification by the MDAD PM. Costs associated with these activities shall be fully factored and included with pertinent unit costs reflected on the Schedule of Prices Supplemental Bid Form. The contractor shall clean the work area and remove all accumulated trash and debris as a result of material hauling and disposal activities before the end of each work shift. The work area(s)</p> | | | | | | |

must be fully cleaned and accessible at the end of each work shift. Contractor shall provide labor, materials and equipment (i.e., including but not limited to a sweeper and vac truck) as needed to clean the work site following hauling activities. Compensation will be in accordance with unit cost(s) reflected on the Schedule of Prices Supplemental Bid Form. Unit prices shall be all inclusive.

As a complement to P160 requirements, be aware that material classified as "hazardous" shall be staged and protected as follows:

- Lined with double 10-mil visqueen.
- Bermed with clean material covered/wrapped with 10-mil visqueen to prevent any potential runoff.

Note: If the material is wet, all liquids must be contained within an impervious bermed area, tested and subsequently pumped out for "proper" disposal.

- Cover the stockpile with visqueen until hauled away off-site for proper disposal.
- Maintain/manage the stockpile until hauled away off-site for proper disposal.
- Inspections of the liner during addition and placement of the material are required to monitor for punctures. If there are punctures, the liner should be repaired prior to the adding material.
- Daily inspections of the hazardous material staging area shall be made. The staging area shall be labeled with the date and Hazardous Waste. Repairs to the cover or berm or liner that are necessary shall be made immediately.
- Upon removal of the cover and the material, the liner over the berm of clean material shall also be disposed as hazardous material.
- If the liner has been punctured, the first 6" of open ground beneath shall be scraped and disposed along with the materials. Confirmation sampling is required for the contaminants of concern.
- Equipment used to remove and transfer the hazardous material shall be decontaminated within an impervious area at the staging area. Rinse water shall be contained and tested prior to disposal for the contaminants of concern.
- If rainwater accumulates within the bermed area, it shall be collected, containerized and sampled for the contaminants of concern prior to proper disposal.

The contractor shall notify the MDAD PM regarding any leachate, liquids and/or water accumulated within the impervious stockpile bermed area(s) to coordinate testing and proper disposal before dismantling berms.

If the work site falls within the cone of impact of a storm system, the contractor and its subcontractors shall immediately implement a complete clean-up including removal and/or securing all loose materials and equipment from the area. Worksite office(s) and storage trailers, if applicable, shall be properly anchored to the ground with Miami-Dade County approved anchoring systems. In addition, temporary electrical terminations shall be disconnected and removed from the site.

Stockpile sampling and testing will be procured by a MDAD environmental oversight consultant and laboratory. Laboratory results will be forwarded to the awarded contractor to submit to all disposal facilities. Feedback from each facility shall be furnished to the MDAD PM to select the best option for proper material disposal. Hauling and disposal shall be in accordance with directions by the MDAD PM.

The contractor shall take appropriate measures to control foreign object debris (FOD) as well as dust during loading and hauling activities. The contractor shall provide labor, materials and equipment (i.e., including but not limited to a water truck equipped with nozzle sprayer) to control dust. Compensation will be in accordance with unit cost(s) reflected on the Schedule of Prices Supplemental Bid Form. Unit prices shall be all inclusive.

Materials and/or equipment shall be temporarily staged and stored in areas assigned by MDAD Operations and/or Real Estate Management Divisions. Materials, equipment and/or containers must be properly protected, covered and/or sealed to prevent fume impacts to routine business operations.

Unit cost must be reflected on the Schedule of Prices Supplemental Bid Form distributed with the RPQ package and shall be all inclusive (i.e., including but not limited to materials, equipment, parts, labor, disposal fees, etc. required to complete assigned work orders). Furthermore, please integrate potential unit cost escalation for the contract duration. No requests for cost increases or escalation will be accepted during the original contract's term. 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 reflected on the Form 5A shall be used to determine the low responsive and responsible bidder.

Work will be authorized via 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. Work orders will be prepared and assigned on an as needed basis based on the unit costs reflected on the Supplemental Bid Schedule. The MDAD offers no guarantee that the entire contract allocation will be used. Payments shall be based on quantities documented on disposal manifests submitted and deemed acceptable by the MDAD project manager. All work shall

comply with MDAD Guidelines, applicable Notices of Acceptance from the Authorities Having Jurisdiction (AHJs). The awarded contractor is responsible for preparation of MOTs, safety plans, shop drawings, NOAs, etc. that may be required to complete the work at no additional cost.

Material disposal options must be discussed and be pre-approved by the MDAD PM.

Contractor shall present a unique (numbered) manifest with each load arriving at the landfill for disposal. The scale-house operator will sign the multi-copy form and retain one copy for landfill records. A signed copy will be returned to the driver for submittal to the MDAD PM. Failure to produce a copy of the signed manifest verifying disposal quantities with invoices shall result in rejection of payment.

The contractor hauling and delivering material to the authorized disposal facility is responsible for compliance with truck weight restrictions and requirements to travel on roads at legal weights. Be aware that overweight trucks may be held at the disposal facility's gate until resolution is achieved.

| | | | | | | |
|------------------|-----------|---|-----------|--------------|-------|-----------|
| Document Pickup: | Contact: | Latrice Jackson | Phone No: | 305-869-3483 | Date: | 8/16/2024 |
| | Location: | MIA Bldg. 3030 C-Wing 2nd floor Room C256 | | | | |

| | | | | | | | |
|------------------|-----------|---|-----|-------|-----------|-------|----------|
| Pre-Bid Meeting: | YES | Mandatory: | YES | Date: | 8/16/2024 | Time: | 09:00 AM |
| | Location: | MIA Bldg. 3030, C-Wing, Conf. Rm. #1 (C203) | | | | | |

| | | | | | | | |
|---------------|-----------|---|----|-------|-----------|-------|----------|
| Site Meeting: | YES | Mandatory: | No | Date: | 8/16/2024 | Time: | 10:00 AM |
| | Location: | MIA Bldg. 3030, C-Wing, Conf. Rm. #1 (C203) | | | | | |

| | | | | | | |
|----------------------------|----------|----------------------------------|---------|--------------|--|--|
| Bid shall be submitted to: | Contact: | Alex Montalvo | | | | |
| | Address: | MIA Bldg. 3030 C-Wing, Room C229 | | | | |
| | Email: | amontalvo@flymia.com | FAX # : | 305-869-3457 | | |

| | | | | | | |
|--------------------|----------------------------|---------------------|---------------------------|--|--|--|
| Type of Contract: | Multiple 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: | \$319.00 | | |
|---------------------|-----|---------------|----------|--|--|

| | | | | | |
|-------------------|----|-----------------|--|--|--|
| Trade Set-a-side: | NO | If Yes, Trade = | | | |
|-------------------|----|-----------------|--|--|--|

For RPQ'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: | 12/2/2024 | Calendar Days for Project Completion: | 1095 |
|-------------------------|-----------|---------------------------------------|------|

Comments:

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.

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).

This contract shall be for a maximum term of three (3) 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 issued by the MDAD PM. The MDAD offers no guarantee that the full contract allocation award amount will be used.

Pricing for Work Orders shall be based online-item(s) unit prices established on the Schedule of Prices Supplemental Bid Form distributed along with the RPQ documents. Said form will be distributed electronically along with the RPQ and Invitation to Bid (ITB) and must be submitted 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 the bid being rescinded. Prospective bidders are notified hereby that 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, applicable disposal fees, 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. 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/Attachment 5A. The Schedule of Prices Supplemental Bid Form's grand total cost reflected on the Form/Attachment 5A shall be used to establish the low "responsive and responsible" bidder.

The contingency account is to be used at the discretion of the MDAD PM for unforeseen conditions, construction changes, additional work, equipment and/or materials not covered by line items on the Schedule of Prices Supplemental Bid Form. Use of the contingency account requires written authorization by the MDAD PM.

PRE-BID CONFERENCE: A mandatory Pre-bid conference will be held on the date indicated on the RPQ and ITB. Invitations will be distributed via e-mail. Please notify the MDAD PM via e-mail at least 7 calendar days in advance, if you plan to attend the pre-bid teleconference/meeting, to ensure a set of bid documents will be available for pick-up by your firm as well as to make arrangements for access, if needed, to the MDAD facilities. All attendees are required to abide by the most recent Miami-Dade County and/or Federal Mandates regarding Operational Requirements as well as COVID19. Requirements are listed below. For special accommodations, or airport-related ADA concerns, please contact the MDAD Office of ADA Coordination at (305) 876-7747 or JAMarin@miami-airport.com. An optional site meeting will also take place at the date and time reflected on the RPQ and ITB.

SITE VISIT: All approved attendees are required to abide by the most recent Miami-Dade County and/or Federal Mandates regarding Operational Requirements as well as COVID19. The following requirements are applicable to participate on the pre-bid conference and site visit:

1. Limit 2 people per Requestor
2. Limit 1 vehicle per Requestor
 - a. Vehicle must be a commercial vehicle (private vehicles will not be allowed on airside).
 - b. The Company logo must be displayed on sides of commercial vehicle.
 - c. Requests to participate in the Site Visit should be sent via email at least 7 calendar days prior to the pre-bid meeting and Site Visit to the MDAD PM (email: amontalvo@flymia.com) and copy to Clerk of the Board (email: clerk.board@miamidadegov). The following information should be included in the email:

- i. Names of the individual(s) and Company participating on the pre-bid meeting and site visit.
- ii. Copy of License of Driver and the License Plate of vehicle being utilized for Site Visit.

ADDENDA - It is the Bidder's obligation to notify the County's Contracting Officer (email: amontalvo@flymia.com) prior to the opening of Bids of any conflicts, ambiguities or discrepancies it finds in the Contract Documents, in order to allow County to issue appropriate addenda. 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.

Contractor/Prospective bidders are responsible for taking into consideration any 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.

Services may be required throughout all airport facilities operated by the MDAD including MIA, Opa-locka G.A. Airport, Kendall-Tamiami Miami Executive G.A. Airport, Homestead G.A. Airport and/or the Training and Transition G.A. Airport. Therefore, valid MDAD identification (ID) badges

with a Customs Seal as 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. ID badging requirements differ at the various facilities operated by the MDAD. The awarded contractor shall be responsible for all costs associated with the ID badges, insurance and vehicle permits as needed. In addition to the foregoing, the Contractor is required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Contractor employees that will be involved within the CBP/FIS environment at MIA. The Vendor is responsible for all related fees for required bonding, fingerprinting and background investigations of Contractor personnel. The unit cost for line items #6.02 and 6.03 on the Schedule of Prices Supplemental Bid Form shall be adjusted accordingly for reimbursement once the award process is finalized and proof that ID badges have been obtained is provided to the MDAD project manager.

Some of the work, such as delivery of equipment and/or materials, 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 Real Estate, MDAD Terminal Operations, MDAD Landside Operations and/or MDAD Terminal 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 unit prices accordingly.

Contractor acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and Border Protection (CBP) and MDAD as set forth from time to time relating to Contractor's activities at MDAD operated 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.

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 (1) 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.

Be notified that Miami-Dade County Small Business Development has launched and implemented the Business Management Workforce System (BMW-S) to track payments to subcontractors and suppliers as well as federal funded contracts with Davis Bacon wages. Use of the system is offered at no expense to contractors and subcontractors participating on County contracts. BMW-S updates are required monthly.

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

The awarded contractor is responsible for the safety and security of the job site. Any vandalism, theft, etc. which occurs during the duration of the construction activities 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 security, insurance and

identification requirements.

The awarded contractor shall be responsible for obtaining all utility clearances (i.e., as applicable) and coordinating all 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 expense. MDAD forms and procedures to obtain utility clearances and/or coordinate shutdowns will be distributed on or before the mandatory pre-bid conference.

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 may impact or disrupt the business partners' 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, the MDAD Real Estate Property Manager and the facility users prior to implementation to minimize potential problems and/or hazards during the construction process.

The contractor shall maintain a daily log (report) of activity at the jobsite. Reports shall be submitted to the MDAD PM upon request. Daily reports shall be submitted to the MDAD field representative (i.e., if applicable) at the stipulated progress meeting(s). FAILURE TO SUBMIT DAILY REPORTS AS STIPULATED ABOVE MAY RESULT IN PAYMENT DELAYS.

The Contractor shall take all necessary precautions when using steel treaded equipment or vehicles to protect pavement surfaces from damage. Rubber tires or treads shall be used whenever possible. Any damage to pavement caused by the Contractor or Subcontractor's equipment or vehicles shall be repaired by the Contractor in a manner acceptable to the MDAD PM and at no additional cost to the MDAD.

Any damage during execution of the work to the property of MDAD and/or its business partners will be the sole responsibility of the contractor to fix at no additional cost. No time extension will be granted for any delays related to such damage(s). 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 stored and stored at areas assigned by MDAD Operations. Containers, dumpsters, materials, and/or equipment 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 OR foreman 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 construction documents and related Addenda. 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 the MDAD PM before commencing work. The contractor is responsible for obtaining all permits and inspections required to complete the project. Before submittal of the final requisition for payment, the contractor 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.

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 and/or environmental oversight rep. 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 (i.e., if applicable), the CIS (i.e., if applicable), the HNTB representative as well as MDAD authorized staff. 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 (i.e., if applicable), the CIS (i.e., if applicable) and the HNTB representative (i.e., if applicable) before submitting the invoice for processing. Bidders are notified hereby that all invoices shall include release of claims or Consent of Surety forms in accordance with templates acceptable per the MCC-7040 contract documents for the prime, its subcontractors and/or suppliers. This

applies to all Requisitions for Payment. Failure to comply with the invoice being deemed "improper" and delays in payment until all required documentation is received and verified correct.

Be advised that invoice/pay applications must be submitted electronically via e-mail to the following address: pcprocessing@flymia.com.

If the invoice/pay application file is larger than 25MB, please request a MIAShare link to upload and submit the file. The team at pcprocessing@flyMIA.com will provide the link. Invoice/pay applications shall be scanned in color and the scan quality shall not be less than 300 dpi.

Building Information Modeling (BIM) Requirements (if applicable): The Contractor shall utilize BIM (Building Information Modeling) methodology throughout the duration of this project. All work and development involving BIM shall comply with the MDAD BIM Standards Manual (BIM Manual). The Manual will be made available upon request.

The Contractor shall provide at its own cost the software, hardware, personnel, and training as needed to comply with the BIM requirements and responsibilities defined in the MDAD BIM Standards Manual.

The Contractor shall be responsible for achieving the following BIM uses, if defined as mandatory for this Project:

- Phase Planning
- Design Authoring
- 3D Coordination
- Quantity Takeoff
- Record Modeling (As-Built)
- Asset Management (data capture ONLY)

As-built Drawings (i.e., if applicable): The contractor shall develop, 90 days prior to any Construction work, a 4D simulation in video format *.avi, *.mp4, or approved equivalent. The simulation shall depict the Construction sequence by milestones (not necessary to represent individual Construction activities). The Contractor is also responsible for reviewing and resubmitting the simulation if the milestone schedule changes significantly (more than +/- 15 calendar days from the original submittal).

The Contractor shall submit a final BIM As-Built Model at a minimum Level of Development (LOD) of 350, as defined in the American Institute of Architects (AIA) Document E203-2013, except where overruled by the MDAD BIM Standards Manual. The Contractor shall ensure all field condition changes are accurately documented in the As-Built model. Non-geometric information (specifically systems, services, and asset data) shall also be captured using the Coding as defined in the BIM Standards Manual, where applicable.

In addition, three (3) CAD and PDF copies of SIGNED and SEALED as-built drawings shall be provided 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-Built drawings shall be Signed and Sealed by a Professional Surveyor. The following information must be shown on the As-Built drawings: 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 feet; 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-Built drawings shall also 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 on 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 of \$319 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 at the rate of \$319 per day may be assessed until all documentation is received.

The contractor shall include any and all required QC testing, as indicated on the RPQ documents and specifications, as a part of the project scope. The awarded contractor is responsible for said 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 and deposited inside the bid box located at the MDAD Facilities Development Main Lobby in MIA Building 3030, C-Wing, 2nd floor. The bidder name, address, the project name and the RPQ number must be indicated on the outside of the envelope. The sealed envelope shall include, at a minimum, the following documents:

The bid box is located at the lobby area in MIA Bldg. 3030, C-Wing, 2nd Floor. Bid envelopes must be clearly labeled on the front with the RPQ number and time stamped. If the time clock near the bid box is unable to stamp the bid envelope due to its thickness, please contact Alex Montalvo at (305) 876-7513 or any MDAD representative at MIA Building 3030 to have bid envelopes signed, dated, and timed prior to dropping them in the box. At a minimum, bid envelopes shall contain the following documentation as applicable:

1. Bid price using form 5-A, (provided in the bid package).
2. The fully completed Schedule of Prices Supplemental Bid Form, if applicable.
3. Bid guarantee, if applicable, in the form of a bid bond, certified check, or cashier check. Failure to submit a bid bond/guarantee shall render the bid non-responsive. This is not a curable deficiency.
4. Any and all applicable Addenda documents (fully executed and dated) issued during the bidding phase.
5. 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. Failure to include the ITB, the general hauler license or other similar forms due with the bid shall be considered curable deficiencies. Bidders will be allowed to cure the said deficiencies and submit the said documents within deadlines established by the MDAD PM.

For each work order, the contractor shall submit, upon request by the MDAD project manager, a Construction Progress Schedule along with the line items breakdown as follows:

Construction Progress Schedule: Submit a horizontal bar chart with separate bar for each trade, activity and operation for each task. Include all trades required for completion of project in activities of schedule. Identify the first workday of each week. Please submit schedule in latest version of Primavera. Provide electronic copy of schedule or submit via E-mail to the MDAD PM.

Revised and updated cost loaded schedules shall be provided with each application for payment. Revised updated cost loaded 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 and/or its approved representative will review and return schedule (approved or rejected) to the contractor. Work may not be allowed to begin until OWNER has reviewed and approved in writing of contractor's proposed baseline schedule.

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

The Cone of Silence is in effect. Requests for information (RFIs) related to the RPQ and/or bid

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 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 Addenda. Verbal statements made by the County or an Owner Representative that are not contained in the RPQ or an Addendum are not binding on the County and do not form any basis for a bidder response to a RPQ.

Ramp Permits will be issued to the Contractor authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project or Work Order. These permits will be issued only for those vehicles (including vehicles belonging to Subcontractors) that must have access to the site during the performance of the work. These permits will only be issued to company owned or leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle. All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere on these documents. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

Vehicles delivering materials to the site will be given temporary passes after vetting at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD Operations Division. To obtain an escort, the contractor shall notify MDAD Airside Operations Division in writing twenty-four (24) hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOA/SIDA. Only Contractor management level staff, supervisors and foremen with pictured MDAD ID badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating within an approved Maintenance of Traffic (MOT) area. The Contractor shall require such employee to have a current, valid, appropriate Florida driver license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver license.

The Contractor agrees that its personnel, vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent or employee of the Contractor or Subcontractor from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities, including repeated failure to comply with TSA, DHS, FAA, CBP and MDAD SIDA/access control policies, rules and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial. The Contractor acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of terrorism, thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, FAA and MDAD access control policies and procedures.

The Contractor understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

The Contractor understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Contractor in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines which shall be borne entirely by the persons and/or the Contractor.

The awarded bidder shall maintain valid insurance in accordance with the requirements established below, AOA access decals for vehicles, bond(s) and MDAD identification badges

throughout the entire term of the contract.

BID GUARANTY:

Each Bid must be accompanied by a bid guaranty in the form of a Cashier's or certified check on any national or state bank, made payable to Miami-Dade County, Florida, or a Bid Bond equivalent to five percent (5%) of the Bid Price prepared on a form approved by the County, duly executed by the Bidder as Principal and having a Surety thereon meeting the requirements set forth in the Bid Documents. The bid guaranty checks will be held by the County without interest to the Bidder. Failure to include the specified Bid Guaranty shall render the Bid non-responsive. The Bid guaranty furnished shall be in an amount not less than five percent (5%) of the Total Amount Bid, including all alternates. Upon request, all checks submitted as a Bid guaranty can be returned after the bid opening to all but the three (3) apparent lowest bidders. The remaining cash Bid guarantees will be returned, upon request, after the County and the successful Bidder have executed the Contract for the Work. In the event the Contract is not awarded within the time stipulated in the Advertisement for Bids, the County will return the proceeds of all checks submitted as bid guaranty. No interest will be paid on Bid Guaranties.

PERFORMANCE & PAYMENT BOND:

All Projects, where the prices received are in excess of \$200,000 will require the submission of a Payment and Performance Bond as required by State of Florida Statute. The Contractor shall duly execute and deliver to the County a Payment and Performance Bond in an amount that represents 100% of the Bid price offered by the Bidder plus any applicable contingency and/or allowance accounts within 14 calendar days of a Recommendation of Award. Bidders are instructed to project and include the total cost of the P&P bond for the full contract allocation on their bid. The cost for the P&P bond shall be reflected under the applicable line item on the Schedule of Prices Supplemental Bid Form for reimbursement once the award process is finalized. The Payment and Performance Bond Form, on a form approved by the County, shall be the only acceptable form. If the Contractor fails to deliver the Payment and Performance Bond within the time specified above, including any extensions granted by the County, the County shall declare the Contractor in default of the contractual terms and conditions and the Contractor shall forfeit its Bid Bond. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety.

POWER OF ATTORNEY AND COUNTERSIGNATURE:

Attorneys-in-fact, who sign the Bid Bond, Performance Bond, and Payment Bond, must file with such Bonds, certified copies of their current power of attorney to sign such Bonds. All Bonds must be countersigned by a Florida Resident agent of the Surety, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner, attached thereto.

In addition, both bonds need to be recorded/certified with the Clerk of the Board (COB) before submittal to MDAD Risk Management for approval.

MCC 7040 & 7360 INSURANCE REQUIRMENTS UPDATES (Effective October 1, 2021):

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 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 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:

For contracts of a value under \$1,000,000.00:

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 \$300,000 per occurrence, and \$600,000 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 \$300,000 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.

For contracts of a value over \$1,000,000.00:

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.

The following additional insurance coverages might be applicable. Please contact Risk Management if further clarification is needed:

"If asbestos abatement or removal operations, environmental work as in extraction of contaminated soil, and/or transportation/delivery/unloading of hazardous materials is required of 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 requirement as outlined above in letter A-C and below:

a. Pollution Liability insurance, in an amount not less than \$1,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

"If construction of a building(s) or structure(s) occurs as either ground-up new, addition or structural renovation of an existing structure is required, 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 requirement as outlined above in letter a below:

a. Builders' Risk Insurance on an "all-risk" basis in an amount not less than one hundred (100%) percent of the completed contract value of the building(s) or structure(s). The policy shall be in the name of Miami Dade County and the Contractor. If work being done involves existing structure, then coverage needs to include coverage for existing structure.

For renovation or equipment install projects with values greater than \$1,000,000:

a. Installation Floater on an "all risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the equipment and materials. The policy shall list Miami Dade County as a Loss Payee A.T.I.M.A.

For contracts that require professional services such as testing, design, engineering, architectural or other related professional services, 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 requirement as outlined above in letter A-C and below:

- a. Professional Liability in the amount not less than \$ 100,000 per claim.

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 FL 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.

- 7360 RPQs are NOT SBE-Con 100% Set-aside solicitation, however the RPQ may be assigned a SBE-Con Trade set-aside and goal. The SBE-Con Trade-aside and goal if applicable will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All Prime Contractors submitting a bid for RPQ/Project with a Small Business Measures (s) MUST submit the Small Business Development "CERTIFICATE OF ASSURANCE" form properly completed, signed and notarized with their bid document at the time of Bid Submittal. FAILURE TO SUBMIT THE REQUIRED CERTIFICATE OF ASSURANCE FORM AT THE TIME OF BID SUBMISSION SHALL RENDER THE BID NON COMPLIANT TO THE CONTRACT REQUIREMENT AND SECTION 10.33.02 OF THE CODE OF MIAMI-DADE COUNTY.
- 7360 RPQs Federally Funded may be subject to the Disadvantaged Business Enterprise (DBE) Program. The DBE goal will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- 7040 and 7360 RPQs with an estimated project value in excess of \$700,000.00 may be assigned a Small Business Enterprise Goods (SBE-G) or Small Business Services (SBE-S) program goal. The SBE-G or SBE-S goal if applicable will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All RPQs with an estimated project value \$100,000 or above are subject to Responsible Wage Rates. The wage rate will be stipulated on the RPQ and the Invitation to Bid or in the Project's Solicitation Documents.
- All Projects, where price (Proposals/Bids) received are in excess of \$200,000 will require the submission of the Payment and Performance Bond as required by State of Florida Statute.

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.