

**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: CA166A

**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 James P. Ferreira at 4331 N.W. 22nd Street, Bldg. 3030, Miami, FL 33159 no later than 2/26/2025 at 02:00 PM. If you have any questions, contact Christopher Cook at 305-876-8328.

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:	2/26/2025	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes
Estimated Value:	\$409,812	(excluding Contingencies and Dedicated Allowances)			
Project Name:	HGA Bldg 5 40-Year Recertification				
Project Location:	HGA Bldg 5 (28730 SW 217 Ave)				
License Requirements:	Primary:	General Building Contractor; Building Contractor; General Engineering			
	Sub:	Electrical Contractor; Structural; Concrete Engineering			
Scope of Work:	<p>(Contractor must obtain and submit all permits prior to performing any work).</p> <p>Scope of Work shall include, but not be limited to: Provide all labor, equipment and materials for the architectural, structural and electrical work required for HGA Building 5 as recommended from the 40-Year Recertification Inspection Report. CONTRACTOR shall review all documents and scope of work provided by Miami-Dade Aviation Department (MDAD) for work to be completed. Please refer to the Plans for further description of the scope of work.</p> <p>Contractors must agree to perform all work in accordance with the scopes of work established by MDAD, the MCC 7360 contract's terms and conditions, all required permits and inspections and all applicable federal, state and local laws, codes and regulations. For the MCC 7360 General Contract Conditions, refer to the following link: <a href="https://intrax.miamidade.gov/ciis/TheAmendedStandardConstructionGeneralContractConditions.pdf">https://intrax.miamidade.gov/ciis/TheAmendedStandardConstructionGeneralContractConditions.pdf</a></p> <p>Any minor variation in the scope of work that is necessary to complete the intended work shall be considered incidental and will not warrant additional compensation. Any major variation encountered in the scope of work that is necessary to complete the intended work will be additional work and will be compensated through a contingency allowance account, dedicated allowance account, or change order. However, such major variation shall be completed without delay. Contractor shall use an adequate number of qualified workers who are thoroughly trained in the techniques required to properly complete the work specified. Contractor will own or have access to the equipment necessary and to meet all safety, insurance, and technical requirements of the owner and local, county, state, and federal regulating authorities. The grand total bid price shall be reflected on the RPQ Bid Form – Attachment 5A.</p> <p><b>LICENSE:</b> Note: Pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, selected Contractors must possess a valid, current, and active State of Florida and/or Miami-Dade County contractor's license issued by the County's Construction Trades Qualifying Board and which is consistent with the requirements of their respective trade and the scope of work.</p> <p><b>BID BOND AND PERFORMANCE &amp; PAYMENT BOND:</b> Prospective bidders shall submit a Bid Bond at the time of Bid submission. 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 Performance &amp; Payment (P&amp;P) bond must be submitted, using the contract specified form, within ten (10) working days from receipt of the Recommendation for Award (RFA) or time extension approved by the MDAD project manager. The P&amp;P bond shall be required for the full contract amount. P&amp;P Bond shall be submitted once the low "responsive and responsible" bidder is determined and the Recommendation for Award is issued.</p> <p><b>MDAD ENVIRONMENTAL POLICY:</b> 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 pre-bid conference call. The awarded bidder shall comply with all requirements listed on the project plans, specifications and/or distributed separately following the mandatory pre-bid conference call.</p> <p><b>SAFETY:</b> 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. If Contractor opts to hire an independent Security Company, such company is to be properly bonded and insured. Contractors shall provide an established safety program and implementation policy. Contractors' safety programs shall be reviewed and approved by MDAD post-bid submittal and work orders shall not be issued to any contractor until their safety program is approved by MDAD. Refer to Resolution No. R-1181-18 for more information.</p> <p><b>LIQUIDATED DAMAGES:</b> 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), 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 \$386.07 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 (i.e., if required), acceptable warranties, final payrolls, final releases or acceptable Consent of Surety and documentation required in the contract documents has been submitted for approval to the MDAD project manager.</p> <p><b>SECURITY REQUIREMENTS:</b> Badges are NOT required. However, the company must provide employees with an identifying marking such as reflective vests with company name for those that will be working inside the building. All bidders must contact the MDAD Security and Safety ID Section and the MDAD Landside Operations for the latest procedures and forms concerning badges and vehicle decals for access once the RFA is issued. Please refer to Attachment #11 in the Bid Documents for more information.</p>				

#### UTILITY CLEARANCES & SHUTDOWNS:

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. 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 following the mandatory pre-bid meeting.

#### REQUEST FOR INFORMATION:

All requests for information (RFIs) shall comply with the Cone of Silence, Administrative Order 3-27 and shall be directed in writing to the MDAD project manager with a copy to the Clerk of the Board (clerkbcc@miamidade.gov). The deadline to submit RFIs is no later than five (5) working days before the bid opening date and time specified on the RPQ and Invitation to Bid. 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.

#### MINIMUM QUALIFICATIONS AND EXPERIENCE:

The selected SBE-Construction contractor must possess:

1. Contractors must hold a valid license required to perform work in the following trade: General Contractor License.

2. As per Resolution No. R-1122-21, Contractors must have a minimum of 5 years' experience performing work in their specific trade. In the event a new firm is established by executives, supervisors and other senior field staff (key employees) that would have met these minimum experience requirements with a prior firm, MDAD reserves the right to qualify the new firm, based on MDAD's sole determination and evaluation of the knowledge and prior experience of these key employees employed by the new firm.

3. Contractors must be able to demonstrate that their firm or its key employees, as described above, have experience performing their respective trade within the company's noted history. Specifically, contractors must submit proof that their respective firms have been regularly and successfully engaged in work related to their specific trade for a minimum of one (1) year. These requirements shall be based on projects completed prior to the submission date. Contact information for projects and/or firms submitted as proof of experience shall be provided by prospective contractors as part of their bid package. MDAD will confirm the listed experience by calling the firms' owners or representatives. Should such evidence not be satisfactory to MDAD, whose decision shall be final, the submission will be considered non-responsive. The qualifying proof with names and phone numbers shall be submitted in a sealed envelope at the time of bid.

4. Contractors must have a minimum average total score of 3.0 in their Contractor Performance Evaluations in ISD's Capital Improvements Information System (CIIS). In the event a new firm has been created that does not have evaluations in the CIIS, the firm that previously employed the key employees of the new firm must have had a minimum average total score of 3.0 in the CIIS Contractor Performance Evaluation Module or the new firm must provide, to MDAD's satisfaction, documentation that the new firm has performed satisfactorily on similar projects within their respective trade. Further, any incidence of project delays in a contractor performance evaluation must be justified to the satisfaction of MDAD.

5. Without limiting the generality of the foregoing, the County may determine that it is in the County's best interest to award the Contract to the next low bidder when the low bidder's existing contractual commitments with the County, in the sole discretion of the County (a) could prevent the timely prosecution of the work requiring competing commitments of site, supervisory or home office personnel, or (b) could present potential conflicts with billing of similar items under existing contracts for similar or related work, or (c) could disfavor competition in the contracting industry in pricing or in the use of personnel or subcontractors.

6. Without limiting the generality of the foregoing, the County may determine that it is in the County's best interest to award the Contract to the next low bidder when the low bidder's existing contractual commitments with the County, in the sole discretion of the County (a) could prevent the timely prosecution of the work requiring competing commitments of site, supervisory or home office personnel, or (b) could present potential conflicts with billing of similar items under existing contracts for similar or related work, or (c) could disfavor competition in the contracting industry in pricing or in the use of personnel or subcontractors.

#### INDEMNIFICATION & INSURANCE:

Contractor is required to have proper insurance to cover ongoing work on the job site. The Contractor shall furnish certificates of insurance and insurance policies to the Owner prior to commencing any operations under this Contract. Certificates and policies shall clearly indicate that the Contractor has obtained insurance, as required for strict compliance with this specification. Compliance with the foregoing requirements shall not relieve the Contractor from liability under any other portion of this Contract. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the agreement. See attached for indemnification and insurance requirements.

#### MANDATORY PRE-BID MEETING & SITE VISIT:

Since a conference call does not require a physical presence, social distancing practices for COVID-19 are being adhered to. Bidders are still required/responsible for participating in the MANDATORY conference call. Failure to participate in the MANDATORY conference call shall result in the corresponding contractor/company being considered non-responsive. Contractors are extremely encouraged to call 5 minutes before the scheduled meeting time for a roll call. Late arrivals to the conference call shall result in the contractor/company being considered non-responsive.

The conference call will be recorded.

The dial-in instructions for the conference call are described below:

- Dial in: 305-876-8333
- Meeting ID: 5762555
- Passcode/Pin: 5869

The agenda for the pre-bid conference call meeting will be sent to you via email to be used during the meeting. Make sure you receive it, if not, please check your junk email or contact our office.

Bidders are responsible for attending the mandatory pre-bid meeting conference call and site visit.

#### BID BOX:

The bid box is located in the hallway between Rooms B-205 and B-209 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 Ms. Silvia Perez, Mr. James P. Ferreira or any MDAD representative at MIA Building 3030 to have bid envelopes signed, dated and timed prior to dropping them in the box.

#### BID SUBMITTAL:

All potential bidders are hereby notified that bids for this project must reflect a lump sum amount. The lump sum amount shall be indicated on the MCC-7360 Attachment 5A Bid Form. All quantities provided with the bid documents are estimated quantities based on the project scope of work. It is the bidder's responsibility to confirm any and all estimated quantities or amounts reflected on the bid documents to generate a "responsive and responsible" bid. Errors, omissions and/or discrepancies in quantities shall be brought-up to the attention of the MDAD team via the request for information (RFI) process during the bidding phase. Failure to confirm estimated quantities shall not constitute grounds for subsequent change orders. The lump sum bid amount shall be all inclusive to complete the work scope reflected on the construction bid documents.

Bidders are responsible for all costs related to permitting, preparation of required shop drawings, special inspections, preparation of as-built drawings, close-out documentation and/or any engineering certificates required.

Contingency Allowance Account: for unforeseen conditions, construction changes, for additional work or materials not covered by other proposal items and for quantity adjustments, if ordered by the MDAD PM.

This account item is for all labor, materials, equipment and service necessary for modification or extra work required to complete the Project because of unforeseeable conditions, unforeseeable conflicts between existing elements of work and the proposed work; for minor changes required to resolve any unforeseeable conditions, Revised Regulations, Technological and Products Development, Operational Changes, Schedule Requirements, Program Interface, Emergencies and other miscellaneous costs; all if ordered by the MDAD PM. The Contingency Allowance Account is ten percent of the lump sum amount submitted in the RPQ Bid Form - Attachment 5A. Payment to the CONTRACTOR under this item will only be made for work ordered in writing by the MDAD. Any portion of this fund remaining after all authorized payments have been made will be withheld from Contract Payments, and will remain with the County. If one account has been depleted and funds are available in the other accounts the MDAD PM may use some of the available funds to complete the Project.

Dedicated Allowance Account: for other unforeseen conditions (permitting, plan revisions, existing utility relocations, utility company service fees), construction changes and for quantity adjustments. The Dedicated Allowance Account is fixed at \$40,000.00. Any portion of this fund remaining after all authorized payments have been made will be withheld from Contract Payments, and will remain with the County. If one account has been depleted and funds are available in the other accounts the MDAD PM may use some of the available funds to complete the Project.

Furthermore, all Pay Items listed in the Bid Form must have a value greater than zero; failure to comply with this requirement will not constitute a curable deficiency and shall render the bid "Non-Responsive".

The costs for a potential storage container, potential temporary toilets, and potential dumpsters are not reimbursable and if not specifically mentioned in the pay items listed in the Bid Form shall be considered as incidental to one or more of the pay items, and no claim for additional compensation will be allowed, and it shall be assumed that the cost therefore is included in the prices for the various items in the Contract.

Locations for the dumpster will be discussed and determined at the pre-construction meeting.

Bid Documents shall be distributed following the MANDATORY Pre-Bid Meeting (see date and time above). Bid Documents 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. The sealed envelope shall include, at a minimum, the following documents:

1. Bid price using Bid Form-Attachment 5A.
2. Bid guarantee in the form of a bid bond, certified check, or cashier's check. Failure to include a bid bond/ guarantee shall render the bid non-responsive.
3. Fully executed Affirmation of Vendor Affidavits and Collusion Affidavit.
4. Any and all applicable Addenda documents (fully executed and dated) issued during the bidding phase.

All potential bidders are hereby notified that failure to submit the completed Bid Form – Attachment 5A reflecting the bid amount and bidder information and/or the bid bond/guarantee will not constitute a curable deficiency and shall render the bid "non-responsive." Failure to include the Affirmation of Vendor Affidavits, Addendum or other similar forms due with the bid shall be considered curable deficiencies. Bidders will be allowed to cure these deficiencies within deadlines established by MDAD staff.

Recommendation for Award is contingent to availability of proper funding.

This project is subject to Inspector General (IG) fees and it will be deducted from each progress payment at a rate of one quarter of one percent by the Finance Department. For more information, refer to: <http://www.miamidadeig.org/index2.html>.

If keys are issued to the contractor, they are responsible for safeguarding the keys. All lost, stolen or damaged keys must be reported in writing with a detailed explanation (when, where and how) to MDAD within 24 hours. A copy of a police report and the case number will be required for lost or stolen keys. Reports must be requested at the police station at Miami International Airport. If it is determined that the key has been lost or damaged due to negligence, liquidated damages may be assessed.

The Contractor shall comply with Resolution No. R-451-14 and Section 2-1 of the Code (Board of County Commissioners Rule 5.09, consideration of sea level rise). All activity as a result of this contract, including building elevation, installation of mechanical and electrical systems, and building and infrastructure design plans shall consider sea level rise projections and potential impacts as best estimated at the time of the project, using the regionally consistent Unified Sea Level Rise Projections, during all project phases including but not limited to planning, design, and construction, in order to ensure that infrastructure projects will function properly for fifty (50) years or the design life of the project, whichever is greater.

The Contractor shall comply with: (i) Resolution No. R-617-17; (ii) Sections 2-1 (Board of County Commissioners Rule 5.10) and 9-71 through 9-75 of the Code; and (iii) Implementing Order ("IO") No. 8-8, which established a County policy to incorporate, wherever practical, Green Building Practices into the planning, budgeting, design, construction, operations, management, renovation, maintenance and decommissioning of Public Projects. These sections of the Code together with the IO, are referred to as the "Sustainable Buildings Program".

The Contractor shall ensure that infrastructure and building public projects coordinate compliance with the Sustainable Buildings Program with the Office of Resilience, including submission of the New Project Form prior to issuance of any procurement solicitations or contracts related to a specific project.

All products purchased from product categories for which the EPA Water Sense certification is available shall meet WaterSense certification standards. This includes, but is not limited to, high-performance fixtures like toilets, low-flow faucets and aerators, and upgraded irrigation systems.

All products purchased from product categories for which Energy Star certification is available shall have an Energy Star certification. When Energy Star labels are not available, the County shall choose energy-efficient products that are in the upper 25% of energy efficiency as designated by the Federal Energy Management Program.

Paint, carpeting, adhesives, furniture and case work shall include low amounts of Volatile Organic Compounds (VOCs).

#### SCHEDULE OF VALUES:

During the due diligence evaluation of bids MDAD may request bidders to submit a detailed and itemized schedule of values (SOV) before the award process is completed for review and acceptance by the MDAD team. Schedule of value should show the complete breakdown of labor, material and equipment for all categories of the work to be performed by building. Work scope

deductions and associated costs, if needed, will be based on the accepted SOV. The Owner may require further breakdown and additional line items following review of the CONTRACTORS' submittal and/or at any time throughout the duration of the project.

**CONSTRUCTION PROGRESS SCHEDULE:**

The contractor, within seven days of the Recommendation for Award or time extension granted by the MDAD PM, shall submit a "Construction Progress Schedule" and the final "Schedule of Values" as follows:

The Construction Progress Schedule shall be in a bar chart format with separate bars 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. Provide electronic copy of schedule or submit via E-mail to the MDAD PM. Updated schedules shall be provided with each application for payment. Updated 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 within Schedules of Values. OWNER will review and return schedule (approved or rejected) to Contractor. Construction may not begin until OWNER has reviewed and approved in writing of Contractor proposed schedule.

**DAILY LOG:**

CONTRACTOR shall maintain a daily log (report) of activity at job-site. Reports will be submitted to the MDAD project manager 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.

Contractor will be responsible for all work until accepted by MDAD. Any damages 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. The contractor shall be responsible for all costs associated with repair and/or replacement of property damage and/or any other condition resulting from negligence or failure to protect the work area. No time extension will be granted for any delays related to such damages. All areas disturbed by Contractor will be repaired and or replaced to original condition as directed by MDAD.

**PROGRESS MEETINGS:**

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

**PERMITS:**

CONTRACTOR is responsible for obtaining all applicable permits and paying all related fees needed to begin and complete all phases of work within the plans. 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 prior to commencing work. 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., if applicable) to the MDAD PM.

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, change order review, and close out documents, engineering certificates as required

**SHOP DRAWINGS AND SAMPLES:**

The contractor shall submit two (2) 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).

**AS-BUILTS:**

CONTRACTOR shall provide THREE (3) HARD COPIES and/or 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. CONTRACTOR shall maintain updated Red line as-built at the jobsite for review as part of the Monthly Requisition review meeting. All projects must have an As-Built completed, received, reviewed and approved by the Miami-Dade Aviation Department prior to authorizing final payment to the consultant or contractor. As-Built shall be Signed and Sealed by a Professional Land Surveyor or Professional Engineer.

Document Pickup:	Contact:	James P. Ferreira	Phone No:	(305) 876-7322	Date:	2/10/2025	
	Location:	After the Pre-bid Conference Call					
Pre-Bid Meeting::	YES	Mandatory:	YES	Date:	2/10/2025	Time:	10:00 AM
	Location:	Conference Call (See details below)					
Site Meeting:	YES	Mandatory:	YES	Date:	2/12/2025	Time:	10:00 AM
	Location:	Meet at HGA Bldg 5 (28730 SW 217 Ave)					
Bid shall be submitted to:	Contact:	James P. Ferreira					
	Address:	4331 N.W. 22nd Street, Bldg. 3030, Miami, FL 33159					
	Email:	jferreira@flymia.com			FAX # :	305-869-4782	
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			
Davis Bacon:	NO	Maintenance Wages:	NO	AIPP:	NO	Amount:	
DBE Participation:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:	NO		
SBE-S Requirements	NO	Percentage:	0.00%				
SBE-G Requirements	NO	Percentage:	0.00%				
Liquidated Damages:	YES	\$\$ Per Day:	\$386.07				
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:	YES	Shop Drawing Included:	NO	Specifications Included:	YES		
Anticipated Start Date:	6/2/2025			Calendar Days for Project Completion:	210		
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).

**PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY:**

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to,: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773; ISD-VSS@MIAMIDADE.GOV; 111 NW 1 STREET, SUITE 1300, MIAMI, FLORIDA 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 \$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.

**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.