

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: MDAD-FD-V006A

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 Enrique Perez at 4200 NW 22 Street, Building 3030, 2nd Floor Conf. Rm. 1 no later than 2/1/2022 at 02:00 PM. If you have any questions, contact Ricardo Solorzano at 305-876-7809.

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:	2/1/2022	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes	SBE-Con. Level:	N/A	
Estimated Value:	\$1,478,508 (excluding Contingencies and Dedicated Allowances)							
Project Name:	MIA Taxi Lot Relocation- Building 3039 Demolition							
Project Location:	Miami International Airport Building 3039							
License Requirements:	Primary:	Electrical Contractor						
	Sub:	Demolition						
Scope of Work:	(Contractor must obtain and submit all permits prior to performing any work). In general, the work comprises of all materials, labor, services, supervision, tools, equipment, and all other necessary items for the demolition of existing electrical vault in MIA Building 3039 and installation of new electrical distribution system consisting of concrete duct bank, manholes, conduit, wiring and connection to FPL to allow for continued operation of nearby infrastructure before complete demolition and disposal of Building 3039 structure, foundations and utilities.							
Document Pickup:	Contact:	Ricardo Lopez		Phone No:	305-869-3480		Date:	12/21/2021
	Location:	4200 NW 22 Street, Building 3030						
Pre-Bid Meeting::	YES	Mandatory:	YES	Date:	1/18/2022	Time:	10:00 AM	
	Location:	MIA Bld. 3030, C Wing 2nd floor Conf. Rm. #1						
Site Meeting:	YES	Mandatory:	YES	Date:	1/18/2022	Time:	11:00 AM	
	Location:	MIA Bldg. 3030						
Bid shall be submitted to:	Contact:	Enrique Perez						
	Address:	4200 NW 22 Street, Building 3030, 2nd Floor Conf. Rm. 1						
	Email:	eperez@flymiami.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:	NO		If Yes - Minimum Coverage:					
Performance & Payment Bond Required:	YES			Bid Bond Required:	YES			
Prevailing Wage Rate Required:	Davis Bacon wages	Davis Bacon:	YES	AIPP:	NO	Amount:		
SBE-Con. Requirements:	NO	Percentage:	0.00%	SBD Certificate of Assurance Form Required:		YES		

DBE Participation:	YES	Percentage:	47.20%	DBE Subcontractor Forms Required:	YES
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:	\$300.00		
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:	YES	Shop Drawing Included:	YES	Specifications Included:	YES
Anticipated Start Date:	2/14/2022		Calendar Days for Project Completion:		128
Comments:	<p>MINIMUM QUALIFICATIONS AND EXPERIENCE: Prime contractor performing the Work of this Project shall have a minimum experience of at least three (2) projects of similar scope and size involving demolition of commercial buildings completed during the past 5 Years. The experience must be demonstrated by the individual of the Contractor that will have direct or substantial involvement in the supervisory capacity at the Project Manager level or above. List and describe the projects and state whether the work was performed for the County, other government clients, or private entities. The description must identify for each project:</p> <ol style="list-style-type: none"> 1) The identified personnel and their assigned role and responsibilities for the listed project 2) The client's name and address including a contact person and phone number for reference 3) Description of work 4) Total dollar value of the contract 5) Contract duration 6) Statement or notation of whether Bidder's referenced personnel is/was employed by the prime contractor or subcontractor <p>The County reserves the right to request additional information and/or contact listed persons pertaining to bidder's experience.</p> <p>LICENSE QUALIFICATIONS OF CONTRACTORS: A Bidder must hold at the time its bid is submitted, unless this Contract is exempt under Florida Statutes Section 489.103 and Miami-Dade County Code, Chapter 10, Section 10-22 (a) (2), a current valid certificate, as listed below, qualifying the Bidder to perform the Work contemplated under this RPQ.</p> <ul style="list-style-type: none"> • The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or • The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3 (a) of the Miami-Dade County Code. Holders of Miami-Dade County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.117, Florida Statutes. <p>Note, if the Bidder is a joint venture, the joint venture entity, of whatever nature or qualifications, must be qualified as a separate and distinct entity as required by the rules of the State of Florida Department of Business & Professional Regulations (DBPR). Joint Venture Bidders not otherwise qualified as set forth above, may submit Qualifications if they have initiated the process with the Florida Construction Industry Licensing Board and have received a letter from the Department of Business & Professional Regulations (DBPR) attesting that they have</p>				

satisfied the requirements of DBPR pertaining to the Qualifications of Joint Ventures. Such letters must be submitted with the Bid. Failure to hold the appropriate certificate at the time of this Bid is submitted shall render the Bid non-responsive.

BID DOCUMENTS:

The Miami-Dade Aviation Department will make available the bid documents electronically via a secure link. Requests must be sent via email to Ricardo Lopez, (email: rlopez@flymiami.com , Ph: 305-869-3480, Cell: 305-546-9356) and copy to Clerk of the Board (email: clerk.board@miamidade.gov

Interested parties will be required to submit via email a current, government issued, picture identification (e.g., Driver's License), documentation that they are a licensed contractor who may perform work on, or related to the Project, and a notarized Confidentiality Affidavit certifying that the company and each authorized employee agrees, that in accordance with Florida Statutes § 119.071(3)(b) and one or more of the following Florida Statutes, § 281.301 and § 331.22, to maintain the information contained in the Bid Documents as being exempt from the provision of Florida Statute § 119.07(1) and § 24(a), Article I of the State Constitution. Upon approval of all of the necessary documentation, the interested party will be provided a secured link by the A/E to the documents and instructions for viewing.

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

MANDATORY PRE- BID CONFERENCE & SITE VISIT:

The Miami-Dade Aviation Department will hold a mandatory Pre-Bid Conference on Tuesday, January 18, 2022, at 10:00 am in the Miami Dade Aviation Department, 4331 NW 22nd street, Building 3030, C Wing, Second Floor Conference Room 1 for all interested parties. Attendance will be limited to two (2) representatives per firm. It is the policy of Miami-Dade County to comply with all the requirements of the Americans with Disabilities Act (ADA). For sign language, interpreter services, material in accessible format, other special accommodations, or airport-related ADA concerns, please contact the MDAD Office of ADA Coordination at (305) 876-7024. Failure to participate in the MANDATORY pre-bi conference and SITE VISIT shall result in the corresponding contractor/company being considered non-responsive. Late arrivals to the mandatory pre-bid meeting shall result in the bid being rescinded. A site visit will occur immediately after the pre-bid meeting. Social distancing practices, CDC and County guidelines reference COVID-19 will be adhered to. At the meeting, potential bidders must provide a dedicated e-mail address. MDAD will only be sending addendums and RFI's by e-mail.

PLANS & SPECIFICATIONS:

1. Demolition of Bldg. 3039 at Miami International Airport, - Miami, Florida, PHASE "A": Site Utilities Relocation, prepared by MOBIO ARCHITECTURE, Inc., dated July 9, 20121.
2. Demolition of Bldg. 3039 at Miami International Airport, - Miami, Florida, PHASE "B": Building Demolition, prepared by MOBIO ARCHITECTURE, Inc., dated July 9, 20121.
3. Demolition of Bldg. 3039 at Miami International Airport, - Miami, Florida, Construction Documents for Phase 'A' and 'B', prepared by MOBIO ARCHITECTURE, Inc., dated July 9, 20121.

PRE-BID QUESTIONS:

All Pre-Bid Questions/Requests for Information/Clarifications (PBQs, RFIs) shall comply with the Cone of Silence, Administrative Order 3-27 and shall be directed in writing to the MDAD Project Manager (rsolorzano@flymia.com) with a copy to the Clerk of the Board. The deadline to submit PBQs/RFIs is no later than five (5) working days

before the bid opening date and time in order to allow the County to issue appropriate addenda. 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 an PBQ/RFI. Bidders must file a copy of the questions (as well as any other communications) with the Clerk of the Board (email: clerkbcc@miamidade.gov; fax 305-375-2484). Each submittal of a question or questions shall also contain the following information: Project name and number, name of company as well as the name of the company representative submitting the question(s), and the email address where responses to the question(s) can be delivered.

DEADLINE FOR RECEIPT OF PBQs/RFIs SHALL BE 5:00 PM ON 1/11/22.

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

BIDS DUE DATE:

Sealed Bids for the Project designated above will be received for and on behalf of Miami-Dade County, by the Miami Dade Aviation Department, 4331 NW 22nd street, building 3030, C Wing, Second Floor Conference Room 1 until 2:00 P.M, Tuesday, February 1, 2022, or as modified by addendum, at which time all Bids will be read aloud. Bidders are invited to be present at the bid openings. The responsibility for submitting bids on or before the stated time and date specified is solely the responsibility of the bidder. Bids received after the time and date specified will not be considered. The County reserves the right to postpone or cancel the Bid opening at any time prior to the scheduled opening of Bids. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the bidder(s). Bids must be submitted in a sealed envelope and must have printed on the outside the name of the Bidder, the business address, the name, and number of the project for which the bid is submitted, and the date of the bid opening. Bidders must submit a completed, signed, and notarized Certificate of Assurance (COA) as part of the bid. Preliminary bid results (Bid Analysis) can be requested via e-mail from the MDAD Project Manager with a copy to the Clerk of the Board.

CERTIFICATE OF ASSURANCE

Bidders must submit a completed Certificate of Assurance (COA) along with the Bid Submittal Package identifying the Small Business Enterprise (SBE) measure. By submitting a completed COA the bidder acknowledges the Small Business Enterprise (SBE) measures applied to the project and agrees to submit, upon notification by SBD or the Miami-Dade County Business Management Workforce System (BMWS), a Utilization Plan via BMWS listing all certified SBE contractor(s) to be utilized to satisfy the measures on the Project, indicating the percentage of work and the description of the work to be performed (pursuant to the firm's certification), within the specified time frame, before the Utilization Plan may be submitted to SBD for approval. Bidders can confirm an SBE-CON certification via BMWS at <http://mdcsbd.gob2g.com/>.

LCP tracker

Each contractor and every lower-tier subcontractor are required to submit certified payrolls and labor compliance

documentation electronically via the LCP tracker system by the 10th of every month for the previous month. Use of the LCP tracker is mandatory pursuant to County Ordinance 18-33. Prime contractors and subcontractors will be provided a username and password to access LCP tracker. LCP tracker accounts can be accessed via BMW-S at www.mdcsbd.gob2g.com.

CONE OF SILENCE

Pursuant to County Code Section 2-11.1 (t), a "Cone of Silence" is imposed upon RPQs or bids after advertisement and terminates at the time the County Mayor issues a written recommendation to the Board of County Commissioners or authorizes an award subject to Miami Dade Code County Code Section 2-8.2.12.

MCC PROGRAM CONTRACT

This is a Request for Price Quotation (RPQ) under the 7360 Miscellaneous Construction Program. All terms and conditions of the MCC Program are part of this contract and will be enforced. 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. 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. In the event of a discrepancy or conflict between this RPQ and any provision of the MCC 7360 contract, the MCC 7360 contract shall prevail.

MULTITRADE PROJECT

This Project is considered a multiple trade project. None of the primary trade related work shall be subcontracted. Only ancillary work required to complete this Project may be subcontracted with prior approval from MDAD and the Internal Services Department, Small Business Development Division (SBD).

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. All checks submitted as a Bid guaranty will be returned after the bid opening to all but the three (3) apparent lowest bidders. The remaining cash Bid guarantees will be returned 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 within 14 calendar days of a Notice of Award. 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.

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 attorney's 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 and the Miami Dade Aviation Department 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 and the Miami Dade Aviation Department 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. Builder's 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 requires 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 \$ 1,00,000 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

PAYMENT

A pencil draft walkthrough inspection shall be coordinated and implemented to verify quantities being billed before submittal of Pay Requisitions in AIA format for processing and payment. The pencil draft inspection shall include the assigned MDAD project manager, the A/E of Record, the HNTB assigned representative (i.e., if applicable), the construction inspector (i.e., project CIS if applicable) and/or any other authorized MDAD representative. The contractor shall revise the pay application quantities based on the walk-through results and obtain signatures from the A/E of Records, the CIS (i.e., if applicable) and the HNTB representative before submitting the invoice to the MDAD project manager for final review, approval, and processing for payment. Invoices missing required approval signatures from the A/E of Records, the CIS (i.e., if applicable) and/or the HNTB representative (i.e., if applicable) will be rejected by the MDAD project manager. All AIA invoice forms shall include spaces for execution/approval by the A/E of Record, the CIS (i.e., if applicable), the HNTB representative (i.e., if applicable). A separate invoice cover page reflecting the project number, name, general information the invoiced amount and a distinctive sequential invoice number must be included with all invoice packages to avoid confusion among invoices related to various simultaneously assigned projects. Contractor to always maintain As-built drawings on site. These are to be certified by the A/E monthly and submitted with the monthly pay application.

PERMITS, LAWS, TAXES, ROYALTIES AND REGULATIONS

The Contractor shall apply for and procure all permits, certificates, inspections and licenses, pay all charges, taxes, royalties and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work, except that the Contractor will be reimbursed by the Owner for the actual costs of permit fees including the Planning, Development, and Regulation Permit Fees, DERM, WASA, EPA, DEP, SFWMD and USACE Permit Fees, License Fees, Impact Fees, and Inspection Fees paid to any governmental entity in connection with the construction of the project; reimbursement will be made from funds available under the General Allowance Account.

INTERFERENCE WITH EXISTING UTILITIES, UNDERGROUND STRUCTURES

The Contractor is specifically directed to the need for careful control of all aspects of their work to prevent damage to cables, ducts, water mains, sewers, fire mains, telephone cables, fuel lines, FAA, NAVAIDS and NOAA, radar cables, and any other underground utilities and structures. Before commencing work in any given area, the Contractor shall carefully review the Plans, survey, and search the site for utility locations, and determine possible utility conflicts. The Contractor shall call these conflicts to the attention of the Field Representative, in writing, immediately. All known above and underground utilities, including, but not limited to, electrical, telephone, communications, lighting cables, fuel lines, sewer, drainage and water pipes, and other existing structures are shown on the Plans, but no guarantee is implied that the information is accurate.

The Contractor shall make a thorough search to verify the location for underground utilities, structures, etc., whether shown on the drawings, before excavation work is commenced in any location using magnetic and electronic detectors and by hand excavation or other appropriate measures. To this end, the Contractor shall provide and maintain throughout the term of the Contract, electronic, magnetic detecting and other devices capable of locating underground utilities, and structures. The Contractor shall, after locating primary and critical existing utilities, mark their location with indelible material or other means satisfactory to the PM or the A/E and maintain above ground physical identification during the work.

In the event of damage to existing facilities, structures or accidental disruption of utilities or other facilities proposed to remain, relocated, or otherwise reused by the MDAD as a result of the Contractor's operations, the Contractor shall take immediate steps to repair or replace all damage and to restore all services at its sole expense. The Contractor shall be solely and directly responsible to the MDAD and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations. All costs involved in making repairs and restoring disrupted service resulting from the Contractor's work shall be borne by the Contractor and the Contractor shall be fully responsible for all claims resulting from the damage.

The Contractor shall also provide and operate any supplemental temporary services needed to maintain

uninterrupted use of the facilities. All costs involved to prosecute the repairs or maintain uninterrupted use of the facilities on a continuous "around the clock" basis until such facilities or structures are restored resulting from the Contractor's work, shall be borne by the Contractor and the Contractor shall be fully responsible for all claims resulting from the damage. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.

INTERFERENCE WITH EXISTING CONTROLS, FAA NAVAIDS, AND NOAA (WEATHER BUREAU) FACILITIES

The Contractor is hereby informed that there are installed on the Airport, and within the site, FAA NAVAIDS, including without limitations, FAA NAVAIDS such as ASR, IHF, and VHF receivers and transmitters, U.S. Weather Bureau Facilities, and electronic cables and controls relating to such NAVAIDS and facilities. Such NAVAIDS, Weather Bureau, and other facilities and electric cables are vital to the operation of the Airport and must be fully protected during the entire project. Work under this Contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions, and for any other reason determined by the Field Representative. Any instructions to the Contractor to clear any given area, at any time, given by the Field Representative or by any authority designated by the Field Representative such as the Federal Aviation Administration by any means including radio, shall be immediately executed. Construction work will resume in the cleared area only when such instructions are issued by the Field Representative.

Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau, or other facilities will be protected from any possible damage from the elements or due to any crossing of these facilities by equipment.

The Contractor is hereby notified that he shall be required to immediately repair, at his own expense, with identical material by skilled workers, any underground cables serving FAA NAVAIDS, Weather Bureau and other existing FAA facilities which are damaged by his workers, equipment or work, and that prior approval of the FAA must be obtained for materials, workers, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS and facilities damaged by the Contractor. Damaged FAA cables (controls, NAVAIDS and NOAA) shall be repaired in accordance with the requirements of FAA-SO-STD-71 Specifications "Installation and Splicing of Underground Cables". Prior approval of the Field Representative must be obtained for the materials, workers, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any Airport facilities, cables, or existing utilities damaged by the Contractor. The FAA Airways Facilities Sector Field Office (AFSFO) Manager shall have the discretion of determining who shall perform repairs of damaged cables.

NAVAIDS shall be removed from service when construction activities occur within any NAVAIDS critical area, when the runways are closed or when the runway threshold is displaced. If a NAVAID must be removed from service for more than eight hours or for any period of time for three consecutive days, a minimum of fifty (50) day advance notice is required for coordinating the extended facility shutdown with the FAA. Facility shutdown coordination shall be initiated by the Contractor with the Field Representative; the Owner and the Field Representative will coordinate the facility shutdown with the FAA AFSFO Manager responsible for this facility.

EXISTING UTILITIES AND STRUCTURES

The Contractor shall not disrupt or disconnect any type of utility whatsoever without first obtaining the written permission of the Field Representative. If a suitable bypass of such utility cannot be provided, then the Field Representative may direct the Contractor to proceed with the work on a twenty-four (24) hour per day basis until such interrupted utility services are completely restored. Requests for disconnection shall be submitted on a fully completed copy of the MDAD "Shut Down Form" delivered to the Owner, through the Field Representative for processing and approval at least five (5) working days prior to the time of the requested interruption, and shall state:

- A. The identity of the utility involved. B. Justification of the requested disconnect.
- C. The location of the requested disconnect.

- D. The exact date and time at which the disconnect is requested.
- E. The duration of the proposed disconnect.

The Contractor shall take all necessary precautions when using steel treaded equipment or vehicles to protect the pavement surface from damage. Rubber tires or treads shall be used whenever possible. Any damage to pavement caused by Contractor's or Subcontractor's equipment or vehicles shall be repaired by the Contractor in a manner acceptable to the Field Representative, at no additional cost to the Owner. The Contractor shall provide protective shoring and sheet piling, as required, at all existing structures, etc., where they may be affected by installation of new work. The Contractor shall be responsible for all methods, means, materials, and processes necessary to protect all existing facilities, property, structures, equipment or finishes damaged in any manner through its negligence during execution of the work.

SALVAGE OF MATERIALS

Ownership of all salvaged equipment and materials, surplus excavation, etc., shall remain with the Contractor, unless stated otherwise in the Contract Documents, who shall legally dispose of such equipment, materials, and surplus excavation, etc. at a legal disposal site(s) provided by and at the expense of the Contractor, away from the airport site. All equipment and materials to be salvaged for the Owner's use, shall be transported by the Contractor, and delivered to the location called for in the Contract Documents. 4.10.10 The Contractor shall exercise due caution in the removal, dismantling and handling of equipment and materials to be salvaged for the Owner's use. The Contractor shall prepare inventory lists for all such salvaged equipment and materials before removal and such lists shall be receipted by the Architect/Engineer and the Owner at the time such equipment and materials are delivered to the Owner. 4.10.11 The Contractor shall be liable for losses or damage resulting from the Contractor's handling of equipment and materials to be salvaged for the Owner's use.

SAFETY, FIRE PREVENTION, AND ENVIRONMENTAL CONSIDERATIONS

The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding Industrial Safety under Section 440.56 Florida Statutes, Safety Rules Workers Compensation Laws and with United States Williams Steiger Occupational Safety and Health Act of 1970 commonly referred to as "OSHA", as applicable, and other national consensus standards of safety pertaining to particular trades. The Contractor shall be solely responsible for developing and implementing a "Site-Specific" Safety and Health Plan ("S&H Plan") pursuant to the terms of this Contract, and shall at a minimum, conform and comply with all Laws governing safety and health in the workplace. Prior to commencing any work at the work site, the Contractor shall submit its S&H Plan which shall include, but is not limited to, the following:

1. Hurricane Plan
2. Identification of competent person o Safety statistical data, which will include severity and lost-time frequencies
3. Contractor daily project safety inspections
4. Project Emergency Notification List (updated as needed)
5. Equipment certification and daily inspection
6. Trenching inspection o Confined Space Entry Permitting and coordination
7. Maintenance of Traffic Inspection
8. Hazard Communication , Work zone safety and flagging , Lockout/Tagout Coordination, Fire prevention, hot work permitting, and Fire Watch.

AIRFIELD OPERATIONS AREA (AOA) SECURITY

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 the Miami International Airport (MIA). 6.5.02 In order to maintain high levels of security at MIA, Contractor must obtain MDAD photo identification badges for all Contractor employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other

restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without being escorted by an MDAD authorized Escort Authority that has been issued a badge with an escort seal by the MDAD ID Section. No other individuals are allowed to escort under any circumstances. The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees who Contractor requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Contractor or upon final acceptance of the Work or termination of this Contract. Contractor will be responsible for fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance

All employees of the Contractor, Subcontractors, or trade contractors who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist to be clearly visible to distinguish, on sight, employees assigned to a particular contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass the Contractor must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. MDAD Security and Safety ID Section regularly provides SIDA Training.

Contractor 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. These permits will be issued only for those vehicles (including vehicles belonging to the Subcontractor) that must have access to the site during the performance of the Work. These permits will be only issued to company owned vehicles or to company 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 in these General Conditions. 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 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's 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/AOASIDA. Only Contractor management level staff, supervisors, and foremen with pictured MDAD I.D. 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 in an approved Maintenance of Traffic (MOT). The Contractor shall require such employee to have a current, valid, appropriate Florida driver's 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's 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.

Prior to Substantial Completion or Beneficial Occupancy of any facility that will permit access to the Secured/AOA/SIDA/Sterile Areas via doors or gates, the Contractor shall either (a) keep all such doors and/or gates locked at all times or (b) position a security guard or designated employee to monitor any door and/or gate that must remain open. Keys to such doors and gates shall be limited and issued only to company employees with a current MDAD picture ID. Door/gate keys shall be numbered and stamped "Do Not Duplicate." The Contractor shall keep a log of all keys issued and to whom. The log is subject to audit by the Owner. Employees must have their assigned key in their possession at the time of audit. Failure to comply with these requirements can result in monetary fines, loss of access to the Secured/AOA/SIDA/Sterile Areas, and/or termination of this Contract.

Notwithstanding, the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/CBP/FAA. The Contractor shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require. Contractor agrees that it will include in all contracts and subcontracts with its MIA Subcontractors, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Contractor agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA or the MDAD upon Contractor's Subcontractors, suppliers, and their individual employees for a violation of applicable security provisions, Contractor shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees. In addition to the foregoing, the Contractor shall be 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 shall be responsible for all related fees for required bonding, fingerprinting and background

investigations of Contractor personnel. The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The Contractor shall provide employee(s) competent and physically capable of performing the Work as required.

MAINTENANCE OF AIRPORT OPERATIONS

The Contractor shall control its operations and the operations of its Subcontractors and suppliers so as not to compromise the airport's security, interfere with airport operations or with aircraft, vehicular or pedestrian traffic, except as may be provided for in the Contract Documents. The Contract is explicitly intended to provide for the maximum degree of safety to aircraft, the public, airport personnel, equipment, and associated facilities, and to the Contractor's personnel and equipment and suppliers, etc., but shall also provide for the minimum interference to the free and unobstructed movement of vehicles and/or personnel engaged in the day-to-day operation of the Airport and the general public. To this end the Contractor, its Subcontractors and suppliers shall observe all Airport rules and regulations, all other operational limitations which may be imposed from time to time by the MDAD, and shall provide whatever markings, lighting and/or various types of barricades, or other measures which are required to properly identify Contractor personnel, equipment, vehicles, storage areas and any Contractor's work areas or conditions which may be hazardous to the uninterrupted operation of aircraft, airport equipment, including but not limited to maintenance vehicles and fire rescue vehicles, other vehicles, or personnel or vehicles from any source operating on the Airport. To provide the maximum degree of safety on airports during construction, the Contractor shall comply with the provisions of FAA Advisory Circular AC 150/5370-2. The Contractor shall protect, and shall not interfere with, the operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and within the AOA. When the Work requires the Contractor to work within the AOA, the Contractor shall coordinate its work with MDAD (through the Field Representative) at least 48 hours prior to the commencement of such work. The Contractor shall not close an AOA until so authorized by the Field Representative and until all necessary temporary markings and associated lighting are in place, as specified hereinafter.

When the Work requires the Contractor to work within the AOA on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications with the Field Representative and MDAD; obey all instructions to vacate the AOA; obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations within the AOA until the satisfactory conditions are provided. When the Contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance of traffic as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices (to protect the public and the work) in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) published by the Florida Department of Transportation. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, Standards for Airport Markings. The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stockpiles, and its parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction, current edition. The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2, current edition.

The Contractor shall furnish and erect all barricades, warnings signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Field Representative, all as specified in Division 1 of the Project Manual. Open-flame type lights are not permitted. If the Contractor fails to maintain the markings, lighting and barricades as required above, the Owner shall cause such safety measures to be installed by others. The cost for such service by others in this regard shall be borne by the Contractor.

MAINTENANCE OF TRAFFIC

The Contractor shall take all necessary precautions when using steel treaded equipment or vehicles to protect the pavement surface from damage. Rubber tires or treads shall be used whenever possible. Any damage to pavement caused by Contractor's or Subcontractor's equipment or vehicles shall be repaired by the Contractor in a manner acceptable to the A/E, at no additional cost to the MDAD. The Contractor shall provide protective shoring and sheet piling, as required, at all existing structures, etc., where they may be affected by installation of new work.

When the Contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance of traffic as may be required to accommodate traffic. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices (to protect the public and the work) in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) published by the Florida Department of Transportation. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated Construction, current edition. The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2, current edition. The Contractor shall furnish and erect all barricades, warnings signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the MDAD Field Representative.

MDAD ENVIRONMENTAL POLICY

Miami International Airport is certified ISO 14001 an Environmental Management System (EMS). ISO 14000 is a series of environmental management standards developed and published by the International Organization for Standardization (ISO). The ISO 14000 standards provide a guideline or framework for organizations to systematize, improve and maintain their environmental management system. A Notice to Proceed (NTP) will not be issued by MDAD, and no contracted work will be authorized by MDAD until the EMS training module has been completed by current and projected employees and subcontractors. The Contractor/Supplier's failure to provide the Contractor Supplier ISO 14001 Awareness Form and Contractor/Supplier General ISO Awareness Information Handout (Condition of Award Requirements), or to comply with the terms, shall constitute a default of the subject contract and may be cause for suspension or termination, in accordance with the terms of the Contract. All contracts/projects requiring excavation are required to abide by MDAD specification P-160.

The Contractor and all its Subcontractors agree to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereof. Dewatering of excavation shall be performed in accordance with the applicable provisions of RER, Florida FDEP, and SFWMD Dewatering Permits and the requirements of Division 1 (Standard Technical Specifications) of the Project Manual. All construction activities shall be subject to the pollution prevention requirements established under the National Pollutant Discharge Elimination System (NPDES) program under the Clean Water Act regulating storm water discharges from construction sites.

STATE RESIDENT EMPLOYMENT PREFERENCE

In accordance with Section 255.099(1), Florida Statutes, Contractor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents.

EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply and cooperate to the fullest extent with all applicable regulations of the Equal Employment Opportunity Provisions of the Civil Rights Act of 1964, Executive Order 11246, the Rehabilitation Act of 1973 (29 U.S.C. 793), the Americans with Disabilities Act (ADA) of June 26, 1990, and the Vietnam Era Veterans Readjustment Assistance Act of 1972, all as amended. This policy pertains, as far as the responsibility of the

contractor is concerned, to any arrangement under which employees, including trainees, are selected for work. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, and national origin, disabilities or Vietnam Era and Special Disabled Veterans status. Contractor will take affirmative action to assure equal employment opportunity to all qualified persons, and that employees are treated equally during employment without regard to their race, religion, color, age, sex, national origin, disabilities, or Vietnam Era and Special Disabled Veteran's status. Such action shall include but not be limited to: 1. Employment, upgrading, demotion, or transfer 2. Recruitment and recruitment advertising 3. Layoff or termination 4. Rate of pay or other forms of compensation 5. Selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

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.