

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



Bid Due Date:	5/10/2024	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes	SBE-Con. Level:	N/A
Estimated Value:	\$1,650,172 (excluding Contingencies and Dedicated Allowances)						
Project Name:	MIA Concourse F Refurbishment - F4 Holdroom Structural Repairs - F4 F6 F8 Upgrades						
Project Location:	Miami International Airport-Cc F 2nd Floor.						
License Requirements:	Primary:	General Building Contractor					
	Sub:	Mechanical 0032 (Fire Sprinkler); Air Conditioning Unlimited; Electrical Contractor					
Scope of Work:	<p>(Contractor must obtain and submit all permits prior to performing any work). Scope of Work shall include, but not be limited to: The overall project scope is divided into Gate F4, Gate F6 and Gate F8 and includes interior upgrades to the existing hold rooms and additional structural repairs at Gate F4.</p> <p>Gate F4:</p> <ul style="list-style-type: none"> → Demolition of the existing windows → Demolition of the existing jetway access doorway, removal of the rubber mat and surrounding metal strip frame → Removal of existing interior drywall back to existing studs. → Demolition of soffit and ceiling in exterior space below. → Prepare and level existing surface for new flooring, remove rubber matt, and cut pipe stubs. → Remove temporary exterior cladding, wall coping, and flashing. → Block off the existing openings with CMU wall. → New interior drywall, painted. → New carpet flooring installation. Material by MDAD. → Install new exterior stucco at the blocked off areas and patch the existing wall as needed. → New hard ceiling in exterior space below, with smooth stucco finish. → Remove rust and scaling from existing I-beam. → New 2 Hr. spray-applied fireproofing to existing bar joists and underside of deck. → New sprinkler heads. → Relocate the fire hose connection. → Replace existing supply air diffusers. Test and Balance. → Replace existing light fixtures. → Replace existing speakers. <p>Gate F6:</p> <ul style="list-style-type: none"> → Demolition of the existing windows. → Demolition of the existing Jetway access doorway → Removal of existing interior drywall back to existing studs. → Prepare and level existing surface for new flooring, replace expansion joints. → Block off the existing openings with CMU wall. → Install new interior drywall system. → Install new exterior stucco at the blocked off areas and patch and paint the existing walls as needed. → Adjust and replace some of the existing ceiling panels. → Replacement of sprinkler stanchions only. Sprinkler heads to remain. → New domestic water pipeline. → New sanitary waste pipeline. → Replace existing supply air diffusers. Test and Balance. → Removal of existing interior drywall back to existing studs. → Block off the existing openings with CMU wall. → New wall framing with insulation and GWB finishing. → Install new exterior stucco at the blocked off areas and patch and paint the existing walls as needed. 						

- Replace existing speakers.
- Install new panelboard including feeder for future concessions space.
- Install new 45KVA transformer including feeder.

Gate F8:

- Demolition of the existing windows.
- Removal of existing interior drywall back to existing studs.
- Block off the existing openings with CMU wall.
- New wall framing with insulation and GWB finishing.
- Install new exterior stucco at the blocked off areas and patch and paint the existing walls as needed.
- Prepare and level existing surface for new flooring.
- Interior and exterior walls painting.
- Adjust and replace some of the existing ceiling panels.
- Replace existing supply air diffusers. Test and Balance.
- Replace existing light fixtures.
- Power and data for new gate counter, backscreen and gate podium. Gate counter, backscreen and podium by MDAD.
- Replace existing speakers.

MDAD / Others Scope:

- Carpet flooring material only at Gate F4. Installation by GC.
- Gate counter, backscreen and gate podium equipment.

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. 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.

The contractor shall take appropriate measures to control foreign object debris (FOD) as well as dust during ongoing work activities.

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

LICENSE QUALIFICATIONS OF CONTRACTORS:

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

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

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

COMMUNITY WORKFORCE PROGRAM

Prior to entering into a contract and according to the Miami-Dade County Code §2-1701 and amended by Ordinance 13-66, the successful bidder on a construction contract subject to a Community Workforce Program (CWP) goal, must submit to Small Business Development (SBD)

through the contractor offer a workforce plan outlining how the CWP goal will be met. Additional information is available at the County's website at <http://www.miamidade.gov/business/contract-requirements.asp#0>.

Contractor must submit a Workforce Plan to the Miami-Dade County Internal Services Department, Small Business Development Division within fifteen (15) days of notification of award of the contract. The County will not enter into the contract until it receives the contractor's Workforce Plan and deems the Plan acceptable. The Workforce Plan forms may be obtained on the County's website at <http://www.miamidade.gov/business/contract-requirements.asp#0>.

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 designate Project Manager above 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 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-bid 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 separate MANDATORY site visit will occur immediately after the pre-bid meeting. Firms without proper badging are required to provide copies of their driver license and last 4 numbers of their social security numbers Forty eight (48) hours prior to Pre-Bid Meeting date. Soft background checks need to be conducted prior to issuance of any visitors passes into Air Operations Area (AOA). 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 addenda and RFI's by e-mail.

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 (rcabrera@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.

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 addenda by e-mail. PLEASE BE

BE AWARE THAT ACKNOWLEDGEMENT OF RECEIPT OF ALL ADDENDA REMAIN A REQUIREMENT WHEN SUBMITTING BIDS.

INSTRUCTIONS TO BIDDERS:

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.

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 (2nd) Floor Conference Room 1 until the date and time mentioned above, or as modified by addendum.

The sealed envelope shall include, at a minimum, the following documents:

1. Bid price using RPQ Bid Form 5-A, (provided in the bid package).
2. Bid guarantee in the form of a bid bond, certified check, or cashier check. Failure to submit a bid bond/guarantee shall render the bid non-responsive. This is not a curable deficiency. Bid Bonds will not be returned to any Bidder.
3. A Certificate of Assurance (COA) and the Utilization Plan (UP) replace DBD Form 400 (SOI Affidavit). The COA and the UP are reviewed by MDAD Minority Affairs and/or SBD for compliance. One (1) envelope shall be submitted including the completed and executed COA.
4. Fully executed Fair Wage Affidavit.
5. Responsible Contractor Affidavit (Form RFTE 1). This form must be submitted with the bid documents.
6. Any and all applicable Addenda documents (fully signed and dated by the bidder) issued during the bidding phase.
7. Proof of Verification of Employment Eligibility on the E-Verify System managed by the U.S. Department of Homeland Security.

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. 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. 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).

Some of the required forms shall be submitted electronically via the Business Management Workforce System (BMW-S). Applicable forms will be reviewed by Small Business Development (SBD) and/or MDAD Minority Affairs for compliance. Contractors are encouraged to visit the Employ Miami-Dade website at <https://www.employe-miamidade.gov> to learn more regarding this continuing effort. Contractors may contact Ms. Catherine Forte at 305-375-3598 for questions related to the Programs.

Be notified that Miami-Dade County Small Business Development has launched and implemented the LCP tracker system. LCP tracker is a web-based certified payroll management system and the second component of the BMW-S for contracts subject to responsible wages and benefits, living wages, workforce program requirements and federally funded contracts with Davis Bacon wages. Use of the system is offered at no expense to contractors and subcontractors participating on County contracts. Beginning with the May-2019 reporting period, each contractor and every lower-tier subcontractor is required to submit certified payrolls and labor compliance documentation electronically via the LCP tracker system by the 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 user name and password to access LCP tracker. LCP tracker accounts can be accessed via BMW-S at www.mdcsbd.gob2g.com.

Bidder(s) are further notified that the County will consider whether a Contractor made its best reasonable efforts to promote the Employ Miami-Dade program on this RPQ, as defined on AO 3-63, as part of the County evaluation and responsibility review of the Contractor for new County contract awards.

All potential bidders are hereby notified that failure to submit the completed RPQ Bid Form (Attachment 5A) reflecting the bid amount and bidder information, the bid bond/guarantee will not constitute a curable deficiency and shall render the bid non-responsive. Failure to include the Fair Wage affidavit, the ITB, the experience and license requirements or other similar forms due with the bid shall be considered curable deficiencies. Bidders will be allowed to cure the said deficiencies and submit the Fair Wage affidavit, etc. within deadlines established by the PM.

EMPLOY MIAMI-DADE PROGRAM

In accordance with Section 5.02 of the Miami-Dade County Home Rule Amendment and Charter, Section 2-8.1 of the Code of Miami-Dade County, and Administrative Order No. 3-63, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of one million dollars (\$1,000,000) for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of one million dollars (\$1,000,000) for privately funded construction, demolition, alteration or repair of buildings, or

on improvements on County-owned land. The awarded Contractor is hereby notified that the County will consider whether the Contractor made its best reasonable efforts to promote Employ Miami-Dade on this contract, as defined in A.O. 3-63, as part of the County's evaluation and responsibility review of the Contractor for new County contract awards.

APPLICABLE WAGE RATES

Where not otherwise precluded by state or federal law, the overall per hour rate shall be the higher of the Responsible Wages and Benefits pursuant to Section 2-11.16, Miami-Dade County Code or the rate of wages (including fringes) to be paid under the requirements of the Davis-Bacon Act; provided, further, that the overall per hour rate shall not be the higher rate if the federal government requires the County, as a condition of receiving federal funds for a project, to pay no more than the wages as determined by the U.S. Department of Labor under the Davis-Bacon Act on project contracts.

BIDS DUE DATE:

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.

Administrative Order (AO) 3-63 (Employ Miami-Dade Program), County Ordinance #13-66 (Community Workforce Program) and Implementing Order (IO) 3-61 (Residents First Training and Employment Program) are applicable on this RPQ. Bidders shall comply with AO 3-63, CO #13-66 and IO 3-61 on this RPQ and submit the following fully executed and completed forms as indicated below:

1. Responsible Contractor Affidavit (Form RFTE 1). This form must be submitted at the same time as the bid documents.
2. Construction Workforce Plan and supporting documentation (Form RFTE 2). This form is required prior to distribution of the Notice to Proceed.
3. Responsible Subcontractors Affidavits (Form RFTE 1). This form is required prior to distribution of the Notice to Proceed.
4. Job Clearinghouse Affidavit. This form is required prior to distribution of the Notice to Proceed.
5. Notarized affidavit and certified payrolls verifying that every employee listed on the payroll completed the OSHA 10 Hour Safety Training (Form RFTE 3). This form is required with each requisition for payment. Pay requests will be rejected if Form RFTE 3 is not included.
6. Workforce Performance Report (Form RFTE 4). This form shall be submitted within 30 days of project completion and prior to requesting final payment. Final payment will be withheld until the County receives Form RFTE 4.

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 <http://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.

The contingency account is to be used at the discretion of the MDAD PM for unforeseen conditions, construction changes, additional work, equipment and/or materials not covered by lump sum on the RPQ Bid Form – Attachment 5A. Use of the contingency account requires written authorization by the MDAD PM.

In addition to the foregoing, the Contractor may 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 is responsible for all related fees for required bonding, fingerprinting, and background investigations of Contractor personnel.

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

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

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

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

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

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.

SECURITY REQUIREMENTS:

Valid MDAD identification (ID) badges with a U.S. Customs Seal will be required as well as vehicle decals to enter airside. The selected contractor and their employees must comply with all MDAD security requirements including background checks, security badges, specialized aviation-related insurance requirements, etc. MDAD may, at its sole discretion, consider making these security-related expenses reimbursable.

Upon the award, the awarded contractor will have up to sixty (60) calendar days to provide a copy of the security badges with the Customs Seal to MDAD/MPEC Division. If the Contractor fails to secure and provide a copy of the required Badges with the Customs Seal after thirty (30) calendar days following the issuance of the NTP, Contractor may be terminated for default as established in Section 1 of the General Terms and Conditions, Article 1.20 (Termination for Default) of the MCC 7360 contract.

POWER OF ATTORNEY AND COUNTERSIGNATURE

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

In accordance with the lease agreement, P&P bond required. In addition, both bonds need to be recorded/certified with the Clerk of the Board (COB) before submittal to MDAD Risk Management for approval.

INDEMNIFICATION AND INSURANCE

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

The Contractor shall furnish to insert your Departments 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. Workers Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.

B. Commercial General Liability in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

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

a. If applicable should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water.

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

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

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

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

„« If asbestos abatement or removal operations, environmental work as in extraction of contaminated soil, and/or transportation/delivery/unloading of hazardous materials is required of the Contractor shall furnish to insert your Department's name and address, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirement as outlined above in letter A-C and below:

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

„« If construction of a building(s) or structure(s) occurs as either ground-up new, addition or structural renovation of an existing structure is required, the Contractor shall furnish to insert your Department's name and address, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirement as outlined above in letter a below:

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

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

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

„« For contracts that 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.

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.

MDAD Underground Utility Clearance & Ground Penetrating Radar (GPR)

Vendor/Contractor MUST COMPLETE AND SUBMIT the following items in the Submittal Package:

- a) The Underground Utility Clearance Sign-Off Sheet () must be emailed to all parties listed on the form. Once signed by all parties, return to Melissa Racine at MRacine@flyMIA.com. You may submit one form with ALL five (5) signatures or submit five (5) individually signed PDF's packaged into one (1) PDF. If you are unable to obtain FPL's signature, a copy of the Sunshine 811 ticket showing their response is acceptable. Also, if you should have a problem obtaining the FAA's signature, please contact Melissa for further assistance.
- b) A copy of your Sunshine 811 ticket showing "clear, no conflict, or marked, etc." must be included in submittal package. Refer to Sign-Off Sheet herein attached for telephone number (Dial 811 or (800) 432-4770).
- c) An aerial diagram/photo or site plan of the area where the work will be taking place, along with a brief description of the scope of work, must be included with the submittal package.
- d) The record drawings/as-builts for the area in question must be included in the submittal package, which can be obtained from MDAD's Technical Support Section. Technical Support can be reached at MDADtechsupport@miami-airport.com. To obtain drawings, you should email MDADTechsupport@miamiairport.com. The record drawings obtained thru Technical Support are to be included as part of the complete package. Technical Support Document Request form is herein attached.

GPR Approval Process/Utility Clearance Approval by MDAD Utility Coordinator:

- a) All documents above (2a, 2b, 2c, 2d) are required by the MDAD Utility Coordinator before a GPR file is created. Once all documents have been received by the Assistant MDAD Utility Coordinator, they will be forwarded to the MDAD Utility Coordinator and a GPR file will be created, along with a package Site number. Once a site number is issued, the MDAD Utility Coordinator will provide you with the latest instructions/procedures on obtaining your GPR.

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.

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 or available from assigned MDAD coordinators.

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 awarded contractor shall be responsible for all related costs and fees for required ID Badges, insurance, vehicle permits/decals for AOA access, 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.

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.

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 submitted in a Primavera P6 software. 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 jobsite. 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 his work until accepted by the MDAD. Any damage to any newly completed or in progress work will be the sole responsibility of the contractor to fix at no additional cost to the owner. No time extension will be granted for any delays related to such damages. All existing finishes and areas disturbed by CONTRACTOR will be repaired and or replaced to original condition as directed by OWNER.

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:	Patricia Gomez		Phone No:	(305) 869-4216		Date:	4/16/2024	
		Location:	VIA Email							
Pre-Bid Meeting::		YES	Mandatory:	YES	Date:	4/16/2024		Time:	09:00 AM	
		Location:	4331 NW 22nd street, Building 3030, C Wing, Second Floor Conference Room 1							
Site Meeting:		YES	Mandatory:	YES	Date:	4/16/2024		Time:	10:00 AM	
		Location:	Miami International Airport-Cc F 2nd Floor							
Bid shall be submitted to:		Contact:	Patricia Gomez							
		Address:	MIA Bldg. 3030; 2nd Floor; 4331 NW 22 St. Miami, FL. 33122							
		Email:	pgomez@FlyMIA.com				FAX # :			
Type of Contract:		Multiple Trade			Method of Award:	Lowest Responsible Bidder				
Method of Payment:		Scheduled Monthly Payments			Insurance Required:	YES				
Additional Insurance Required:		YES		If Yes - Minimum Coverage:		\$5,000,000.00				
Performance & Payment Bond Required:			YES		Bid Bond Required:		YES			
Prevailing Wage Rate Required:		Davis Bacon wages	Davis Bacon:	YES	Maintenance Wages:	NO	AIPP:	NO	Amount:	
SBE-Con. Requirements:		NO	Percentage:	0.00%	SBD Certificate of Assurance Form Required:		NO			
DBE Participation:		YES	Percentage:	24.53%	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:	\$800.00						
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:		NO	Specifications Included:		YES		
Anticipated Start Date:		11/11/2024			Calendar Days for Project Completion:			365		
Comments:										

DISCLOSURE:

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

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

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

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