

Hagberg, Kristina (ISD)

From: CIISADM@miamidade.gov
Sent: Thursday, March 24, 2022 4:07 PM
To: Hagberg, Kristina (ISD)
Subject: Miami-Dade County MCC Invitation To Bid for RPQ ID - 7360: W210014-B

Internal Services

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Facilities & Infrastructure Management Division

111 NW 1st Street, Suite 2420
Miami FL 33128



MIAMI-DADE COUNTY, FLORIDA

REQUEST FOR PRICE QUOTATION (RPQ)

Contract No: MCC 7360 Plan - CICC 7360-0/08

RPQ No: W210014-B

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 <https://constructionbids.miamidade.gov> at <https://constructionbids.miamidade.gov> no later than 4/28/2022 at 02:00 PM. If you have any questions, contact Rafael Salles at 305-775-3249.

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:	4/28/2022	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes	SBE-Con. Level:	N/A
Estimated Value:	\$3,331,911	(excluding Contingencies and Dedicated Allowances)					
Project Name:	140 West Flagler Building Demolition						
Project Location:	140 W. Flagler Street, Miami, FL 33130						
License Requirements:	Primary:	Demolition; General Building Contractor; Building Contractor					
	Sub:	Electrical Contractor					
Scope of Work:	<p>(Contractor must obtain and submit all permits prior to performing any work). Prospective bidder shall examine carefully the site of the work and be satisfied as to all observable conditions. Bidder shall be responsible for measuring and calculating amount of work. Bid price is to include all required dumpster(s) for the removal and proper disposal of all work-related debris.</p> <p>The scope of services consists of, and is not limited to, furnishing all materials, labor, services, supervision, tools, equipment, including all associated permits, and all other items necessary for the successful top-down controlled demolition of the 140 W. Flagler Street building of about 280,000 sqft and 16 stories, built in 1975, including but not limited to capping of existing utilities, hauling and proper disposal of demolished materials daily during demolition. Once the demolition is completed, the contractor shall be responsible to rough grade the site, leaving it leveled with no mound or depressions greater than six inches in any 10 feet horizontal distance. If any additional back-fill material is necessary, clean fill shall be furnished and installed by the contractor.</p> <p>The scope of work, includes, but are not limited to:</p> <ol style="list-style-type: none">1. All trade permits required for demolition.2. Full demolition of entire building, including foundations.3. Remove generator to off-site location provided by MDC.4. Install temporary fencing, gates, and protective scaffolding around building.5. Placement of scaffolding and multiple trash chutes at two levels.6. Demolition of all utilities, as per the construction documents.7. Removal and off-site management of all material related oil and/or hazardous materials.8. Collection, washing, load out, transportation and off-site management of all solid wastes.9. Demolition of heavy building components.						

10. Clean-up of entire site.

11. Restoration all damaged around the building, including the adjacent parking lot used for staging area, and the adjacent buildings.

GENERAL NOTES:

a) The Contractor must control the amount of dust resulting from demolition to prevent spread of dust to other buildings and to avoid creation of a nuisance in surrounding areas. The use of water to control dust will not be allowed when it may result in flooding, or other objectionable, hazardous conditions; use of explosives is not allowed.

b) The Contractor shall remove (cap off) any underground utility such as water, sewer, gas, electricity or any other, at the property line. The Contractor shall coordinate with applicable utility companies and the Project Manager for utility line removal, capping, and utility shutdowns required by removal work.

c) The Contractor shall remove structures by demolition and lawful disposition of debris off-site. Demolition and transportation of debris shall comply with applicable codes and regulations governing these operations; any resulting fees shall be paid by the Contractor. Accumulation of debris on the site will not be allowed.

d) Demolition Schedule: The Contractor must provide a detailed schedule showing start and completion dates for each area of demolition, and for completion of demolition work as a whole. The Contractor's schedule shall include also 1) the method of demolition and 2) a plan of removing debris.

e) The Contractor shall notify the Project Manager of any conditions capable of affecting the safety of adjacent buildings, the normal use of these facilities, or the physical condition of the structures.

f) In case of accidental disruption of utilities or the discovery of previously unknown utilities, the Contractor must stop work immediately and notify the Project Manager. The Contractor shall not continue working until the Project Manager and the Contractor agree on a plan to correct the situation or identify a utility service line.

g) The Contractor shall provide barriers and warning devices to protect the public and users of adjacent facilities.

h) The Contractor shall protect the trees that are to remain and remove any trees/shrubbery as appropriate [permission from the County's Department of Environmental Resources Management (DERM) may be required for any Florida Native trees] adjacent to said building(s).

i) During the bid process and site visit, the Contractor shall examine the site where work is to be performed and satisfy itself as to all visible conditions. Any questions regarding materials, obstacles or other shall be address through a Request for Information (RFI) for clarification bidding period.

j) Any changes to the scope of work shall be issued in writing to the Contractor and signed by both parties. Any field directives, which change the scope of work, may result in the County issuing a change order to the contract. If the Contractor considers such field directive is not a part of the original contract, the Contractor shall inform/advise the Project Manager in writing no later than forty-eight (48) hours after such directive has been issued.

k) The Contractor shall be held responsible to protect all adjacent properties to the site from the actions or lack of actions by the Contractor or his personnel. The Contractor shall repair or replace any damaged to adjacent properties prior to final payment being made.

WORKER HEALTH AND SAFETY

A. The Contractor shall promote and practice safety in the workplace. The Contractor shall provide dust control at all times. The project shall be kept free of potential safety hazards to subcontractors and other workers. Failure to adhere to proper safety practices may cause the project to be stop, granting no additional time request and no additional cost/charges to the County. The above may also affect the approval of payment applications.

B. CONTRACTOR shall evaluate if limited access areas meet the OSHA definition and criteria for confined space or permit-required confined space and provide requirements for entry as part of their site-specific health and safety plan. CONTRACTOR shall supply all trained personnel, equipment, materials, and written permits, as applicable, to allow entry to and work within confined spaces and permit-required confined spaces. Safe corridors shall be clearly demarcated. Unsafe areas shall be improved as necessary by the CONTRACTOR to allow for safe access of personnel and equipment. Unsafe areas shall be improved as necessary to allow for safe access of personnel and equipment.

C. The CONTRACTOR shall maintain a Site-specific health and safety plan (HASP) for its employees in compliance with the Occupational Safety and Health Administration (OSHA) Standards defined in 29 CFR 1910.120. Each of the following topics must be addressed in the HASP:

- safety and health risk or hazard analysis for each task or operation

- employee training
- personal protective equipment
- medical surveillance requirements
- air monitoring protocol
- site control
- emergency response plan
- confined-space entry
- spill-containment program

D. The level of dermal and respiratory protection shall be determined based upon the requirements of the Site-specific HASP. Level D personal protection shall be the minimum personal protective level for all on-site personnel. Level D personal protection includes safety glasses, gloves, boots or shoes, hard hat and coveralls (or long sleeve shirt and long pants). There will be no smoking, eating, chewing gum or tobacco, drinking or applying cosmetics in the work area at the Site during all operations.

E. The CONTRACTOR shall maintain a copy of the Site-specific HASP at the Site during all operations. Failure to keep a copy of the HASP on-site, or any other breach of the CONTRACTOR'S HASP, may be cause for stopping work at the cost of the CONTRACTOR. Delays caused by the CONTRACTOR'S failure to comply with 29 CFR 1910.120 shall constitute no additional costs or claims to the OWNER.

F. The Health and Safety Plan shall be a dynamic document with provision for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations that may affect site workers and the public. Health and safety procedures provided by the Contractor shall comply with all the appropriate regulations that address employee working conditions (e.g, OSHA, RCRA, CERCLA). In addition, guidelines of NIOSH, OSHA, USCG, EPA, etc., shall be followed. Equipment used for the purpose of health and safety shall be approved and meet pertinent standards and specifications of the appropriate regulatory agencies.

SITE MAINTENANCE & CLEANUP

A. The project site shall be maintained in a neat and orderly fashion throughout the duration of the project. All wastes generated during construction activities shall be containerized.

B. Upon completion of work, the CONTRACTOR shall remove all equipment, supplies, excess and waste materials, etc., and restore the Site to a condition deemed satisfactory by the ENGINEER and MDC.

SITE SECURITY

A. CONTRACTOR shall be responsible for maintaining the security of the Site to protect their own equipment, supplies, and all work areas, which may pose a health or safety risk to the Public.

This project falls under the jurisdiction of Miami Dade County. The existing process number with Miami Dade County is C2022072356.

The estimated construction cost is \$3,331,911.13. This estimate includes \$81,028.97 estimated permit fees. The Bid shall consist of the Base Bid amount (Lump Sum) inclusive of all permit fees and excluding Contingency. NOTE: There are no Dedicated Allowances on this Project. A 10% Contingency will be added to the Base Bid at Project Award.

Document Pickup:	Contact:	Kristina Hagberg	Phone No:	305-375-4296	Date:	3/24/2022	
	Location:	See Examination of Bid Documents below					
Pre-Bid Meeting::	YES	Mandatory:	YES	Date:	4/5/2022	Time:	10:00 AM
	Location:	140 W. Flagler Street, Miami, FL 33130					
Site Meeting:	YES	Mandatory:	YES	Date:	4/5/2022	Time:	10:00 AM
	Location:	140 W. Flagler Street, Miami, FL 33130					
Bid shall be submitted to:	Contact:	https://constructionbids.miamidade.gov					
	Address:	https://constructionbids.miamidade.gov					
	Email:		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:		\$0.00	
Performance & Payment Bond Required:	YES		Bid Bond Required:	YES	
Prevailing Wage Rate Required:	Heavy Construction	Davis Bacon:	NO	AIPP:	NO
				Amount:	
SBE-Con. Requirements:	YES	Percentage:	5.96%	SBD Certificate of Assurance Form Required:	YES
DBE Participation:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:	NO
CWP Requirements:	YES	Percentage:	10.00%		
SBE-S Requirements	NO	Percentage:	0.00%		
SBE-G Requirements	NO	Percentage:	0.00%		
Liquidated Damages:	YES	\$\$ Per Day:	\$1,000.00		
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:	NO
Anticipated Start Date:	5/25/2022		Calendar Days for Project Completion:	90	
Comments:	<p>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 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</p> <p>RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of \$1 million for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of \$1 million for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land shall comply with the following: (i) prior to working on the project, all persons employed by the contractor or subcontractor on the project to perform construction have completed the OSHA 10-hour safety training course, and (ii) the contractor will make its best reasonable efforts to have 51% of all construction labor hours performed by Miami-Dade County residents.</p> <p>Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.</p> <p>Provided, however, UAP shall not be applicable for total contract values, inclusive of contingency and allowance accounts, of less than five hundred thousand dollars (\$500,000.00).</p>				

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 contracting officer 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>.

Additional insurance requirements are stated in General Contract Conditions.

Examination of Bid Documents:

Before submitting a bid, the bidder shall examine the Bid Documents including Plans/Specs, which may be purchased from Internal Services Department (ISD). Bidder must email a completed, notarized Confidentiality Affidavit (provided in the Bid Documents) to kristina.hagberg@miamidade.gov and copy clerkbcc@miamidade.gov. Bidder may then call 305-375-4159 (ISD/FIMD/Parking, M-F 8 am-4:30 pm, Glenda Ates) to make a non-refundable credit card payment of twelve dollars (\$12) for Plans/Specs. ISD/FIMD will email Plans/Specs to Bidder after receipt of satisfactory Confidentiality Affidavit, payment and Document Receipt.

Bid Documents consist of the RPQ information from CIIS, Attachment 5A (Bid Form), forms, Contract Conditions, SBD Project Worksheet as well as approved plans/technical specifications. All bidders shall become thoroughly familiar with all of the terms of this RPQ prior to the Pre-Bid meeting. Failure to do so will in no way relieve the successful bidder from completing the required work for the bid price.

Pre-Bid Meeting and Site Visit:

A MANDATORY PRE-BID MEETING AND SITE VISIT ARE SCHEDULED. ALL BIDDERS INTERESTED IN ATTENDING THE MANDATORY SITE VISIT ARE REQUESTED TO EMAIL kristina.hagberg@miamidade.gov, WITH A COPY TO clerkbcc@miamidade.gov TO REGISTER IN ORDER TO PLAN THE SITE VISIT. Bidders must follow CDC and County guidelines. Bidders may be divided into groups at the Site Visit for social distancing. Bidders arriving after 10:10 AM will not be allowed into meeting or visit.

Requests for Information (RFIs):

All requests for information (RFI) shall comply with the Cone of Silence, Administrative Order 3-27 and shall be emailed to julia.aden@miamidade.gov, with a copy to rafael.salles@miamidade.gov and clerkbcc@miamidade.gov. The deadline to receive RFIs from bidders is no later than 2 PM on Tuesday, April 12, 2022. Responses cannot be guaranteed for RFIs submitted past the established deadline. Procedural questions may be entertained by phone or during the Pre-Bid Meeting.

Bid Submittal:

ISD's MCC Bid Submittal and Bid Opening procedures have been modified to ONLY ALLOW ELECTRONIC BID SUBMITTAL and conduct Construction Bid Openings using Zoom.

Bidder will visit <https://constructionbids.miamidade.gov> and click on the "External Log In" link. Bidder will then select this RPQ No. from the drop down list, and will then have the ability to upload a Bid electronically. Bidder that has not previously created a miamidade.gov portal account will be prompted to do so prior to submitting a Bid. Bidder must combine ALL Bid documents into a single PDF file, with a 25 MB file size limit, for upload. Bidder will receive a confirmation email upon successful Bid submittal/upload.

Bidder must allow enough time in advance of the Bid Submittal Deadline to complete any necessary steps. The responsibility for submitting a Bid on or before the stated time and date is solely and strictly the responsibility of the Bidder. 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. No part of any Bid can

be submitted via hardcopy, email, or fax, unless otherwise directed by the Solicitation documents. All references to "Sealed Envelopes" or "Sealed Bid" in the Invitation to Bid or Bid Documents shall mean an "electronic bid."

The Electronic Bid shall include the following documents:

1. Bid price using form 5-A
2. Non-Collusion Affidavit
3. Certificate of Assurance FAILURE TO INCLUDE THIS COMPLETED FORM SHALL RENDER THE BID NONCOMPLIANT TO THE CONTRACT REQUIREMENT AND SECTION 10.33.02 OF THE CODE OF MIAMI-DADE COUNTY
4. Bid guarantee in the form of a bid bond (using the form provided in the bid documents), certified check or cashier's check FAILURE TO INCLUDE A BID GUARANTEE SHALL RENDER THE BID NON-RESPONSIVE
5. Fair Wage Affidavit
6. Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)
7. Due Diligence Affidavit
8. OSHA 300 Form for previous three (3) years and OSHA inspection data
9. Project List demonstrating minimum experience required for this project of ten (10) years of experience in high-rise building demolition within urban and densely populated downtown areas, having completed at least two (2) similar projects with the same magnitude in the past five (5) years. In accordance with Resolution R-1122-21, the experience of the Bidder's key personnel will be considered in assessing whether the Bidder complies with this solicitation's minimum experience or completed project requirement. Project List must include the following information: a) a description of scope of work performed; b) project address; c) name and title of Bidder's key personnel assigned to that project; and, d) client contact information: name, address, phone number, email address, project cost, and project start and completion date. FAILURE TO PROVIDE PROJECT LIST MAY RENDER THE BIDDER AS NON-RESPONSIBLE.
10. Copy of minimum licensing requirement of State of Florida, Demolition, General Building Contractor or Building Contractor license
11. Schedule of Values (SOV) using CSI Master Format 2020 FAILURE TO PROVIDE A SOV MAY RENDER THE BIDDER AS NON-RESPONSIBLE.

Forms for #1-8 are provided in the Bid Documents.

Once all bids have been reviewed by ISD, the Certificate of Assurance submitted by the apparent lowest three (3) bidders will be forwarded to Small Business Development (SBD) Office to conduct a final compliance review.

Bid Opening:

The Bid Opening associated with this solicitation will be conducted via Zoom immediately after the 2 PM Bid Deadline. To join the meeting, please use the Zoom link below. Members of the public are not required to enter their name to join the meeting if they do not wish to do so. Members may identify themselves as "Public Attendee." Members of the public will be granted view-only access to the meeting, but will not have video or speaking capabilities.

FIMD Administration is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://miamidade.zoom.us/j/84508353201>

Meeting ID: 845 0835 3201

One tap mobile

+17866351003,,84508353201# US (Miami)

Dial by your location

+1 786 635 1003 US (Miami)

Meeting ID: 845 0835 3201

Find your local number: <https://miamidade.zoom.us/u/kdlqsS19ZT>

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 **Internal Services, Facilities & Infrastructure Management Division, 111 NW 1st Street, Suite 2420, Miami FL 33128**, 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.

CONFIDENTIALITY AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority appeared, _____
Who stated:

1. This affidavit is completed for: 140 W. Flagler St., Miami, FL 33130; Project #W210014-B, 140 West Flagler Building Demolition

2. I am the (Sole Proprietor) (Partner) (President) (Authorized Representative) for:

Name of Vendor

Business Address

3. I am a licensed architect, engineer or contractor, who may perform work on or related to 140 West Flagler Building Demolition and have the express authority to sign this affidavit and agree to all of the conditions stated herein,
4. Florida Statutes § 119.071(3)(b) provides in part that, "[b]uilding plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution."
5. By signing this affidavit, I am certifying that I understand that the records indicated in paragraph (1) above contain information related to the security of Miami-Dade County facilities. I agree to maintain the exempt status of this information in accordance with Florida Statutes §. 119.071(3)(b) and acknowledge that I am responsible for any unauthorized disclosure of those records.

Signature

Title

The above instrument was sworn to and subscribed before me this ____ day of _____ 20__ , by

Printed Name

() who is personally known to me,
() who has produced _____ as identification: and who () did
() did not take an oath.

Signature of Notary Public

Print, type or stamp name of notary public

Notary Commission Number: _____ My Commission Expires: _____

Notary Stamp or Seal:



MIAMI-DADE COUNTY, FLORIDA
INTERNAL SERVICES DEPARTMENT
FACILITIES AND INFRASTRUCTURE MANAGEMENT DIVISION (FIMD)
111 NW 1st Street, Suite 2420
Miami, FL 33128

REQUEST FOR PRICE QUOTATION (RPQ)
ISD CONTRACT NO. W210014-B (MCC 7360 PLAN)
RPQ NO. W210014-B

140 WEST FLAGLER BUILDING DEMOLITION
BID DUE DATE: APRIL 28, 2022

ELECTRONIC QUOTE REQUIRED: ☒ YES ☐ NO

Price Proposal (Cost to perform the work **must** be stated here. Please state 'No Bid' if not submitting a price proposal)

Item No.	Unit	Description	BASE BID AMOUNT (IN FIGURES)
1	L.S.	<p>Prospective bidder shall examine carefully the site of the work and be satisfied as to all observable conditions. Bidder shall be responsible for measuring and calculating amount of work. Bid price is to include all required dumpster(s) for the removal and proper disposal of all work-related debris.</p> <p>The scope of services consists of, and is not limited to, furnishing all materials, labor, services, supervision, tools, equipment, including all associated permits, and all other items necessary for the successful top-down controlled demolition of the 140 W. Flagler Street building of about 280,000 sqft and 16 stories, built in 1975, including but not limited to capping of existing utilities, hauling and proper disposal of demolished materials daily during demolition. Once the demolition is completed, the contractor shall be responsible to rough grade the site, leaving it leveled with no mound or depressions greater than six inches in any 10 feet horizontal distance. If any additional back-fill material is necessary, clean fill shall be furnished and installed by the contractor.</p> <p>The scope of work, includes, but are not limited to:</p> <ol style="list-style-type: none">1. All trade permits required for demolition.2. Full demolition of entire building, including foundations.	

		<p>3. Remove generator to off-site location provided by MDC.</p> <p>4. Install temporary fencing, gates, and protective scaffolding around building.</p> <p>5. Placement of scaffolding and multiple trash chutes at two levels.</p> <p>6. Demolition of all utilities, as per the construction documents.</p> <p>7. Removal and off-site management of all material related oil and/or hazardous materials.</p> <p>8. Collection, washing, load out, transportation and off-site management of all solid wastes.</p> <p>9. Demolition of heavy building components.</p> <p>10. Clean-up of entire site.</p> <p>11. Restoration all damaged around the building, including the adjacent parking lot used for staging area, and the adjacent buildings.</p> <p>GENERAL NOTES:</p> <p>a) The Contractor must control the amount of dust resulting from demolition to prevent spread of dust to other buildings and to avoid creation of a nuisance in surrounding areas. The use of water to control dust will not be allowed when it may result in flooding, or other objectionable, hazardous conditions; use of explosives is not allowed.</p> <p>b) The Contractor shall remove (cap off) any underground utility such as water, sewer, gas, electricity or any other, at the property line. The Contractor shall coordinate with applicable utility companies and the Project Manager for utility line removal, capping, and utility shutdowns required by removal work.</p> <p>c) The Contractor shall remove structures by demolition and lawful disposition of debris off-site. Demolition and transportation of debris shall comply with applicable codes and regulations governing these operations; any resulting fees shall be paid by the Contractor. Accumulation of debris on the site will not be allowed.</p> <p>d) Demolition Schedule: The Contractor must provide a detailed schedule showing start and completion dates for each area of demolition, and for completion of demolition work as a whole. The Contractor's schedule shall include also 1) the method of demolition and 2) a plan of removing debris.</p> <p>e) The Contractor shall notify the Project Manager of any conditions capable of affecting the safety of adjacent buildings, the normal use of these facilities, or the physical condition of the structures.</p>	
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		<p>f) In case of accidental disruption of utilities or the discovery of previously unknown utilities, the Contractor must stop work immediately and notify the Project Manager. The Contractor shall not continue working until the Project Manager and the Contractor agree on a plan to correct the situation or identify a utility service line.</p> <p>g) The Contractor shall provide barriers and warning devices to protect the public and users of adjacent facilities.</p> <p>h) The Contractor shall protect the trees that are to remain and remove any trees/shrubbery as appropriate [permission from the County's Department of Environmental Resources Management (DERM) may be required for any Florida Native trees] adjacent to said building(s).</p> <p>i) During the bid process and site visit, the Contractor shall examine the site where work is to be performed and satisfy itself as to all visible conditions. Any questions regarding materials, obstacles or other shall be address through a Request for Information (RFI) for clarification bidding period.</p> <p>j) Any changes to the scope of work shall be issued in writing to the Contractor and signed by both parties. Any field directives, which change the scope of work, may result in the County issuing a change order to the contract. If the Contractor considers such field directive is not a part of the original contract, the Contractor shall inform/advise the Project Manager in writing no later than forty-eight (48) hours after such directive has been issued.</p> <p>k) The Contractor shall be held responsible to protect all adjacent properties to the site from the actions or lack of actions by the Contractor or his personnel. The Contractor shall repair or replace any damaged to adjacent properties prior to final payment being made.</p> <p>WORKER HEALTH AND SAFETY</p> <p>A. The Contractor shall promote and practice safety in the workplace. The Contractor shall provide dust control at all times. The project shall be kept free of potential safety hazards to subcontractors and other workers. Failure to adhere to proper safety practices may cause the project to be stop, granting no additional time request and no additional cost/charges to the County. The above may also affect the approval of payment applications.</p> <p>B. CONTRACTOR shall evaluate if limited access areas meet the OSHA definition and criteria for confined space or permit-required confined space</p>	
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		<p>and provide requirements for entry as part of their site-specific health and safety plan. CONTRACTOR shall supply all trained personnel, equipment, materials, and written permits, as applicable, to allow entry to and work within confined spaces and permit-required confined spaces. Safe corridors shall be clearly demarcated. Unsafe areas shall be improved as necessary by the CONTRACTOR to allow for safe access of personnel and equipment. Unsafe areas shall be improved as necessary to allow for safe access of personnel and equipment.</p> <p>C. The CONTRACTOR shall maintain a Site-specific health and safety plan (HASP) for its employees in compliance with the Occupational Safety and Health Administration (OSHA) Standards defined in 29 CFR 1910.120. Each of the following topics must be addressed in the HASP:</p> <ul style="list-style-type: none"> · safety and health risk or hazard analysis for each task or operation · employee training · personal protective equipment · medical surveillance requirements · air monitoring protocol · site control · emergency response plan · confined-space entry · spill-containment program <p>D. The level of dermal and respiratory protection shall be determined based upon the requirements of the Site-specific HASP. Level D personal protection shall be the minimum personal protective level for all on-site personnel. Level D personal protection includes safety glasses, gloves, boots or shoes, hard hat and coveralls (or long sleeve shirt and long pants). There will be no smoking, eating, chewing gum or tobacco, drinking or applying cosmetics in the work area at the Site during all operations.</p> <p>E. The CONTRACTOR shall maintain a copy of the Site-specific HASP at the Site during all operations. Failure to keep a copy of the HASP on-site, or any other breach of the CONTRACTOR'S HASP, may be cause for stopping work at the cost of the CONTRACTOR. Delays caused by the CONTRACTOR'S failure to comply with 29 CFR 1910.120 shall constitute no additional costs or claims to the OWNER.</p> <p>F. The Health and Safety Plan shall be a dynamic document with provision for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations that may affect site workers and the</p>	
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		<p>public. Health and safety procedures provided by the Contractor shall comply with all the appropriate regulations that address employee working conditions (e.g, OSHA, RCRA, CERCLA). In addition, guidelines of NIOSH, OSHA, USCG, EPA, etc., shall be followed. Equipment used for the purpose of health and safety shall be approved and meet pertinent standards and specifications of the appropriate regulatory agencies.</p> <p>SITE MAINTENANCE & CLEANUP</p> <p>A. The project site shall be maintained in a neat and orderly fashion throughout the duration of the project. All wastes generated during construction activities shall be containerized.</p> <p>B. Upon completion of work, the CONTRACTOR shall remove all equipment, supplies, excess and waste materials, etc., and restore the Site to a condition deemed satisfactory by the ENGINEER and MDC.</p> <p>SITE SECURITY</p> <p>A. CONTRACTOR shall be responsible for maintaining the security of the Site to protect their own equipment, supplies, and all work areas, which may pose a health or safety risk to the Public.</p> <p>This project falls under the jurisdiction of Miami Dade County. The existing process number with Miami Dade County is C2022072356.</p> <p>The project is located at 140 W. Flagler Street, Miami, FL 33130.</p> <p>The estimated construction cost is \$3,331,911.13. This estimate includes \$81,028.97 estimated permit fees. The Bid shall consist of the Base Bid amount (Lump Sum) inclusive of all permit fees and excluding Contingency. NOTE: There are no Dedicated Allowances on this Project. A 10% Contingency will be added to the Base Bid at Project Award.</p> <p>BASE BID AMOUNT INCLUDING ALL PERMIT FEES (IN FIGURES):</p>	
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Addenda Received: ☐ Yes ☐ No **If yes, please indicate the number of addenda received:** _____

Addendum No. 1, dated: _____ Addendum No. 4, dated: _____

Addendum No. 2, dated: _____ Addendum No. 5, dated: _____

Addendum No. 3, dated: _____ Addendum No. 6, dated: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Bidder's Company Name: _____

Company Address: _____

City: _____ **State:** _____ **Zip:** _____

Federal Employer Identification Number: _____

Telephone Number: _____ **Fax Number:** _____

E-mail Address: _____

Name of the person submitting quote (print): _____

Signature: _____ **Date:** _____

IMPORTANT NOTICE: Quotes must be submitted using this form. The envelope containing a Quote must indicate the RPQ Number, the Bidder's Name, and the bid due date and time. Use of any other form for submission of a price quotation shall result in the rejection of the price quotation. Late bids will not be opened. The lowest responsive, responsible Bidder will be notified, via a Notice of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. After review for compliance with the Contract Documents, the User Department will forward all Certificates of Insurance to ISD's Risk Management Division and the Capital Improvements Section for review. By signing this form, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7360 Plan.



NON-COLLUSION AFFIDAVIT

(In accordance with [Sections 2-8.1.1](#) and [10-33.02.1](#) of the Code of Miami-Dade County)

I, the undersigned, am over 18 years of age, have personal knowledge of the facts stated in the Non-Collusion Affidavit (*this Affidavit*) and I am an owner, officer, director, principal shareholder and/or otherwise authorized to bind the Bidder/Proposer of this solicitation.

- A. I have reviewed the list of respondents attached to this Affidavit. I state that the Bidder/Proposer of this competitive solicitation (check one):

☐ is **not related** to any of the other respondents submitting a Bid/Proposal in the competitive solicitation.

☐ is **related** to the following respondents who submitted a Bid/Proposal in the competitive solicitation, which are identified and listed below:

- B. I state that the Bidder/Proposer of this competitive solicitation:

1. has prepared this Bid/Proposal independently without consultation, communication, agreement or arrangement with any other Bidder/Proposer or competitor for the purpose of restricting competition;
2. has submitted the Bid/Proposal in its own behalf, and not in the interest or on behalf of any person not therein named;
3. has not, directly or indirectly, induced or solicited any other Bidder/Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing;
4. has not in any manner sought by collusion to secure an advantage over any other Bidder/Proposer.

Note: Any person or entity that fails to submit this executed Affidavit shall be ineligible for contract award. In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. **Related parties** shall mean the Bidder/Proposer; the principals, corporate officers, and managers of a Bidder/Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Bidder/Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Bidder/Proposer for the same contract or in which a parent company or the principals thereof of one Bidder/Proposer have a direct or indirect ownership interest in another Bidder/Proposer for the same contract. Bid/Proposal found to be collusive shall be rejected. Bidder/Proposer who has been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

Written Declaration: Pursuant to §92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true, accurate, and complete.

Solicitation No.: _____ Solicitation Title: _____

By: _____
Signature of Affiant

Date: _____ 20 ____

Printed Name of Affiant and Title

____/____/____-____/____/____/____/____
Federal Employer Identification Number

Printed Name of Bidder/Proposer

Address of Bidder/Proposer



**SMALL BUSINESS DEVELOPMENT
CERTIFICATE OF ASSURANCE (COA)**

SMALL BUSINESS PARTICIPATION ON COUNTY PROJECTS

This completed form must be submitted with bid documents by all bidders/proposers on a Miami-Dade County project with Small Business Enterprise ("SBE") program measure(s).

Project No.: _____ Project Title: _____

Name of Bidder/Proposer: _____ FEIN _____

Address: _____ City _____ State _____ ZIP _____

Phone Number: _____ Email address: _____

The bidder/proposer is committed to meeting the established measure(s) assigned to this project: _____ % SBE-A/E, _____ % SBE-Con, _____ Trade Set-aside SBE-Con, _____ % SBE-G, and/or _____ % SBE-S.
(For Goals, write in the percentage. For Set-aside, put a check mark or x.)

_____ Print Prime Bidder's Name & Title	_____ Prime Bidder's Signature	_____ Date
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To satisfy the requirements for Step 1 – Bid Submittal and Compliance with Small Business Enterprise Program(s), the following are required:

1. Acknowledgement of the SBE-Architecture & Engineering, SBE-Construction, SBE-Good and/or SBE-Service (non-construction, architecture or engineering) measure(s) established for this project via this Certificate of Assurance.
2. Agree to engage in the solicitation of approved Miami-Dade County Small Business Enterprise firm(s) to achieve the established measure(s) as indicated in the Project Documents (specifications).
3. Agree to select and submit the names of the certified SBEs to satisfy the measures via Miami-Dade County's Business Management Workforce System ("BMWS") within the specified timeframe, upon email notification from the Small Business Development ("SBD") Division or BMWS.

To satisfy the requirements for Step 2 – Bid Evaluation and Recommendation for Award, please attest that:

I understand that my company will be deemed non-compliant and not eligible for award if I fail to (1) submit this form with my bid/proposal documents and/or (2) submit my company's Utilization Plan which shall list all certified Miami-Dade County Small Business Enterprise firms whom will be subcontracted with to satisfy the project's established SBE measure(s) via BMWS, within the specified timeframe, upon email notification from SBD or BMWS. Each SBE subcontractor, subconsultant, and/or sub-vendor will also be required to confirm its contractual relationship via BMWS, within the specified timeframe, for final approval by SBD.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgement, personally appeared _____, who being first sworn deposes and affirms that the provided information statements are true and correct to the best of his/her knowledge information and belief.

Signature of Owner

SWORN TO and subscribed before me this _____ day of _____, 20_____

Signature of Notary Public-State of Florida

My Commission Expires:

**140 WEST FLAGLER BUILDING DEMOLITION
ISD CONTRACT NO. W210014-B
BID BOND FORM**

STATE OF _____) ss.:

COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto Miami-Dade County in the penal sum of _____ Dollars, lawful money of the United States, which sum represents five percent (5%) of the Total Bid Price, and for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid, dated this ____ day of _____, 20__ for **ISD Contract No. W210014-B “140 West Flagler Building Demolition”**, according to bid documents and bid proposal form.

NOW THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after date of opening of the bid, shall submit complete information required, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with Miami-Dade County, in accordance with the Bid as accepted, and give a Surety Performance Bond and Surety Payment Bond with good and sufficient surety or sureties and provide the necessary Insurance Certificates, as may be required, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of withdrawal of said Bid within the period specified, or in the event of the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay Miami-Dade County the difference between the amounts specified in said Bid and the amount for which Miami-Dade County may procure the required work and supplies, provided the latter amount be in excess of the former, then the above obligations shall be void and of no effect; otherwise, to remain in full force and virtue.

WHEN THE CONTRACTOR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the ____ day of _____, 20____.

Witness:

Signature

Legal Name

Witness:

Signature

Signature

ACKNOWLEDGEMENT:

STATE OF _____) ss.:

COUNTY OF _____)

Before me personally appeared _____ well known to me to be the person described herein, and who executed the foregoing instrument, and acknowledged before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this ____ day of _____, 20____.

Signature of Notary

Serial Number

Print or Stamp name of Notary

Expiration Date

State of _____ at large

**WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP
OR OPERATES UNDER A TRADE NAME**

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the ____ day of _____, 20__.

ATTEST:

Witness:

Signature

Legal Name of Firm

Witness:

Signature

Legal Name of Firm

Date Signed

By:

Signature

ACKNOWLEDGEMENT:

STATE OF _____) ss.:

COUNTY OF _____)

Before me personally appeared _____ well known to me to be the person described herein, and who executed the foregoing instrument, and acknowledged before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this ____ day of _____, 20__.

Signature of Notary

Serial Number

Print or Stamp name of Notary

Expiration Date

State of _____ at large

WHEN THE CONTRACTOR IS A JOINT VENTURE

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the ____ day of _____, 20____.

ATTEST:

Witness:

Signature

Legal Name of Joint Venture

Witness:

Signature

Legal Name and Title

Date Signed

By:

Signature

(Seal)

Legal Name and Title

By:

Signature

Note: Complete Joint Venture in accordance with Section 5 of the Instructions to Prospective Bidders.

ACKNOWLEDGEMENT:

STATE OF _____) ss.:

COUNTY OF _____)

Before me personally appeared _____ well known to me to be the person described herein, and who executed the foregoing instrument, and acknowledged before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this ____ day of _____, 20____.

Signature of Notary

Serial Number

Print or Stamp name of Notary

Expiration Date

State of _____ at large

WHEN THE CONTRACTOR IS A CORPORATION

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the ____ day of _____, 20__.

ATTEST:

Secretary:

Signature

Legal Name of Corporation

By:

Legal Name of Corporation

Signature

(Corporate Seal)

Legal Name and Title

Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, the Performance Bond and Payment Bond to do so in its behalf.

ACKNOWLEDGEMENT:

STATE OF _____) ss.:

COUNTY OF _____)

Before me personally appeared _____, as President to me well known, or has presented _____ as identification and _____, as Secretary, to me well known, or has presented _____ as identification, and known to me to be individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of _____ the above named Corporation, and acknowledged that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this ____ day of _____, 20__.

Signature of Notary

Serial Number

Print or Stamp name of Notary

Expiration Date

State of _____ at large

SURETY

By:	<div></div> <div>Signature</div>	<div></div> <div>Legal Name of Surety</div>
ATTEST:	(Corporate Seal)	<div></div> <div>Legal Name and Title</div>
By:	<div></div> <div>Signature of Attorney-In-Fact</div>	By: <div></div> <div>Resident Florida Agent</div>
	<div></div> <div>Printed Name of Attorney-In-Fact</div>	<div></div> <div>Printed Name of Resident Agent</div>

NOTE: Copy of Resident Florida Agent's current license as issued by State of Florida Insurance Commissioner must be attached.



Carlos A. Gimenez, Mayor

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____
(PRINT NAME)
the _____ of _____,
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)
who attests that _____ shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)
the project minimum wage rates in accordance with Responsible Wages and Benefits,
Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the
contract documents.

State of FLORIDA
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
201____.

_____ Personally known or _____ produced identification.

(Signature of Notary Public - State of Florida)
Name of

(Print, Type, or Stamp Commissioned
Notary Public)

Type of identification produced: _____

Delivering Excellence Every Day

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a contract for (i) the construction, demolition, alteration and/or repair of public buildings or public works projects valued in excess of \$1,000,000 funded completely or partially by Miami-Dade County, or (ii) privately funded projects or leases valued in excess of \$1,000,000 for the construction, demolition, alteration or repair of buildings or improvements on County owned land, and which are subject to Section 2-11.16 of the Code of Miami-Dade County shall comply with the requirements of the Residents First Training and Employment Program.

- i. Prior to working on the project, all persons employed by the contractor / subcontractor to perform construction shall have completed, the OSHA 10 Hour Safety Training course established by the Occupational Safety & Health Administration of the United States Department of Labor. Such training does not need to be completed at the time of bidding but shall be completed prior to the date persons are employed on the project.
- ii. The contractor / subcontractor will make its best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all Construction Labor hours performed by Miami-Dade County residents. To verify workers' residency, firms shall require each worker to produce a valid driver's license or other form of government-issued identification.

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : _____ Federal Employer
Identification Number (FEIN): _____

Contract Title: _____

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20

by _____ He or she is personally known to me ☐ or has produced identification

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

**140 WEST FLAGLER BUILDING DEMOLITION
ISD CONTRACT NO. W210014-B**

**Bid Documents: Plans/Specs Index (email)
3/24/22**

<div><div><div></div></div><div><< W210014-B - 140 W Flagler Demolition ></div><div>1_BIDDING > 1_BidDocuments > BidPlans</div><div>▼ ↺</div></div>				<div><div></div> Search BidPlans</div>	
Name		Date modified	Type	Size	
<div><div></div> DEMOLITION OF 140 W FLAGLER ST BUILDING PROJECT V2sign</div>		3/7/2022 3:53 PM	Adobe Acrobat D...	19,593 KB	



**GENERAL CONTRACT CONDITIONS
140 WEST FLAGLER BUILDING DEMOLITION
ISD CONTRACT NO. W210014-B
BID DUE DATE: April 28, 2022**

**ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THIS REQUEST FOR PRICE QUOTATION
(RPQ) AND MISCELLANEOUS CONSTRUCTION CONTRACT MCC 7360 PLAN**

1. Scope of Work (Contractor must obtain and submit all permits prior to performing any work)

Prospective bidder shall examine carefully the site of the work and be satisfied as to all observable conditions. Bidder shall be responsible for measuring and calculating amount of work. Bid price is to include all required dumpster(s) for the removal and proper disposal of all work-related debris.

The scope of services consists of, and is not limited to, furnishing all materials, labor, services, supervision, tools, equipment, including all associated permits, and all other items necessary for the successful top-down controlled demolition of the 140 W. Flagler Street building of about 280,000 sqft and 16 stories, built in 1975, including but not limited to capping of existing utilities, hauling and proper disposal of demolished materials daily during demolition. Once the demolition is completed, the contractor shall be responsible to rough grade the site, leaving it leveled with no mound or depressions greater than six inches in any 10 feet horizontal distance. If any additional back-fill material is necessary, clean fill shall be furnished and installed by the contractor.

The scope of work, includes, but are not limited to:

1. All trade permits required for demolition.
2. Full demolition of entire building, including foundations.
3. Remove generator to off-site location provided by MDC.
4. Install temporary fencing, gates, and protective scaffolding around building.
5. Placement of scaffolding and multiple trash chutes at two levels.
6. Demolition of all utilities, as per the construction documents.
7. Removal and off-site management of all material related oil and/or hazardous materials.
8. Collection, washing, load out, transportation and off-site management of all solid wastes.
9. Demolition of heavy building components.
10. Clean-up of entire site.
11. Restoration all damaged around the building, including the adjacent parking lot used for staging area, and the adjacent buildings.

GENERAL NOTES:

- a) The Contractor must control the amount of dust resulting from demolition to prevent spread of dust to other buildings and to avoid creation of a nuisance in surrounding areas. The use of water to control dust will not be allowed when it may result in flooding, or other objectionable, hazardous conditions; use of explosives is not allowed.
- b) The Contractor shall remove (cap off) any underground utility such as water, sewer, gas, electricity or any other, at the property line. The Contractor shall coordinate with applicable utility companies and the Project Manager for utility line removal, capping, and utility shutdowns required by removal work.
- c) The Contractor shall remove structures by demolition and lawful disposition of debris off-site. Demolition and transportation of debris shall comply with applicable codes and regulations governing

these operations; any resulting fees shall be paid by the Contractor. Accumulation of debris on the site will not be allowed.

d) Demolition Schedule: The Contractor must provide a detailed schedule showing start and completion dates for each area of demolition, and for completion of demolition work as a whole. The Contractor's schedule shall include also 1) the method of demolition and 2) a plan of removing debris.

e) The Contractor shall notify the Project Manager of any conditions capable of affecting the safety of adjacent buildings, the normal use of these facilities, or the physical condition of the structures.

f) In case of accidental disruption of utilities or the discovery of previously unknown utilities, the Contractor must stop work immediately and notify the Project Manager. The Contractor shall not continue working until the Project Manager and the Contractor agree on a plan to correct the situation or identify a utility service line.

g) The Contractor shall provide barriers and warning devices to protect the public and users of adjacent facilities.

h) The Contractor shall protect the trees that are to remain and remove any trees/shrubbery as appropriate [permission from the County's Department of Environmental Resources Management (DERM) may be required for any Florida Native trees] adjacent to said building(s).

i) During the bid process and site visit, the Contractor shall examine the site where work is to be performed and satisfy itself as to all visible conditions. Any questions regarding materials, obstacles or other shall be address through a Request for Information (RFI) for clarification bidding period.

j) Any changes to the scope of work shall be issued in writing to the Contractor and signed by both parties. Any field directives, which change the scope of work, may result in the County issuing a change order to the contract. If the Contractor considers such field directive is not a part of the original contract, the Contractor shall inform/advise the Project Manager in writing no later than forty-eight (48) hours after such directive has been issued.

k) The Contractor shall be held responsible to protect all adjacent properties to the site from the actions or lack of actions by the Contractor or his personnel. The Contractor shall repair or replace any damaged to adjacent properties prior to final payment being made.

WORKER HEALTH AND SAFETY

A. The Contractor shall promote and practice safety in the workplace. The Contractor shall provide dust control at all times. The project shall be kept free of potential safety hazards to subcontractors and other workers. Failure to adhere to proper safety practices may cause the project to be stop, granting no additional time request and no additional cost/charges to the County. The above may also affect the approval of payment applications.

B. CONTRACTOR shall evaluate if limited access areas meet the OSHA definition and criteria for confined space or permit-required confined space and provide requirements for entry as part of their site-specific health and safety plan. CONTRACTOR shall supply all trained personnel, equipment, materials, and written permits, as applicable, to allow entry to and work within confined spaces and permit-required confined spaces. Safe corridors shall be clearly demarcated. Unsafe areas shall be improved as necessary by the CONTRACTOR to allow for safe access of personnel and equipment. Unsafe areas shall be improved as necessary to allow for safe access of personnel and equipment.

C. The CONTRACTOR shall maintain a Site-specific health and safety plan (HASP) for its employees in compliance with the Occupational Safety and Health Administration (OSHA) Standards defined in 29 CFR 1910.120. Each of the following topics must be addressed in the HASP:

- safety and health risk or hazard analysis for each task or operation
- employee training
- personal protective equipment
- medical surveillance requirements
- air monitoring protocol
- site control
- emergency response plan
- confined-space entry
- spill-containment program

D. The level of dermal and respiratory protection shall be determined based upon the requirements of the Site-specific HASP. Level D personal protection shall be the minimum personal protective level for all on-site personnel. Level D personal protection includes safety glasses, gloves, boots or shoes, hard hat and coveralls (or long sleeve shirt and long pants). There will be no smoking, eating, chewing gum or tobacco, drinking or applying cosmetics in the work area at the Site during all operations.

E. The CONTRACTOR shall maintain a copy of the Site-specific HASP at the Site during all operations. Failure to keep a copy of the HASP on-site, or any other breach of the CONTRACTOR'S HASP, may be cause for stopping work at the cost of the CONTRACTOR. Delays caused by the CONTRACTOR'S failure to comply with 29 CFR 1910.120 shall constitute no additional costs or claims to the OWNER.

F. The Health and Safety Plan shall be a dynamic document with provision for change to reflect new information, new practices or procedures, changing site environmental conditions or other situations that may affect site workers and the public. Health and safety procedures provided by the Contractor shall comply with all the appropriate regulations that address employee working conditions (e.g, OSHA, RCRA, CERCLA). In addition, guidelines of NIOSH, OSHA, USCG, EPA, etc., shall be followed. Equipment used for the purpose of health and safety shall be approved and meet pertinent standards and specifications of the appropriate regulatory agencies.

SITE MAINTENANCE & CLEANUP

A. The project site shall be maintained in a neat and orderly fashion throughout the duration of the project. All wastes generated during construction activities shall be containerized.

B. Upon completion of work, the CONTRACTOR shall remove all equipment, supplies, excess and waste materials, etc., and restore the Site to a condition deemed satisfactory by the ENGINEER and MDC.

SITE SECURITY

A. CONTRACTOR shall be responsible for maintaining the security of the Site to protect their own equipment, supplies, and all work areas, which may pose a health or safety risk to the Public.

This project falls under the jurisdiction of Miami Dade County. The existing process number with Miami Dade County is C2022072356.

The project is located at 140 W. Flagler Street, Miami, FL 33130.

The estimated construction cost is \$3,331,911.13. This estimate includes \$81,028.97 estimated permit fees. The Bid shall consist of the Base Bid amount (Lump Sum) inclusive of all permit fees and excluding Contingency. NOTE: There are no Dedicated Allowances on this Project. A 10% Contingency will be added to the Base Bid at Project Award.

2. Owner's Representative

Miami-Dade County's Internal Services Department (ISD) will serve as the Owner's Representative for the bidding phase of the project. The address for ISD is **111 NW 1st Street, Suite 2420, Miami, FL 33128.**

3. Examination of Bid Documents

Before submitting a bid, the bidder shall examine the Bid Documents including Plans/Specs, which may be purchased from Internal Services Department (ISD). Bidder must email a completed, notarized Confidentiality Affidavit (provided in Bid Documents) to kristina.hagberg@miamidade.gov and copy clerkbcc@miamidade.gov. Bidder may then call 305-375-4159 (ISD/FIMD/Parking, M-F 8 am-4:30 pm, Glenda Ates) to make a non-refundable credit card payment of twelve dollars (\$12) for Plans/Specs. ISD/FIMD will email Plans/Specs to Bidder after receipt of satisfactory Confidentiality Affidavit, payment and Document Receipt.

Bid Documents consist of the RPQ information from CIIS, Attachment 5A (Bid Form), forms, Contract Conditions, SBD Project Worksheet, as well as approved plans/technical specifications. All bidders shall become thoroughly familiar with all of the terms of this RPQ prior to the Pre-Bid meeting. Failure to do so will in no way relieve the successful bidder from completing the required work for the bid price.

4. Examination of Site

Prospective bidders shall examine carefully the work site, and satisfy themselves as to all observable conditions. Bidders shall be responsible for measuring and calculating the amount of work. Any questions regarding materials or obstacles that might be expected must be clarified during the bidding period. Bidders shall avail themselves during this time to perform any on-site investigations as they may deemed necessary in order to prepare their bid.

5. Pre-Bid Meeting and Site Visit

A MANDATORY PRE-BID MEETING AND MANDATORY SITE VISIT ARE SCHEDULED on Tuesday, April 5, 2022 at 10 AM. ALL BIDDERS INTERESTED IN ATTENDING THE PRE-BID MEETING AND SITE VISIT ARE REQUESTED TO EMAIL kristina.hagberg@miamidade.gov, WITH A COPY TO clerkbcc@miamidade.gov TO REGISTER AND PROVIDE NUMBER OF STAFF ATTENDING IN ORDER TO PLAN THE PRE-BID MEETING AND SITE VISIT. Bidders must follow CDC and County guidelines. Bidders may be divided into groups at the Site Visit for social distancing. Bidders arriving after 10:10 AM may not be allowed into Pre-Bid Meeting and Site Visit.

6. Requests for Information (RFIs)

All requests for information (RFIs) shall comply with the Cone of Silence, Administrative Order 3-27 and shall be emailed to julia.aden@miamidade.gov, with a copy to rafael.salles@miamidade.gov and clerkbcc@miamidade.gov. **The deadline to receive RFIs from bidders is no later than 2 PM on Tuesday, April 12, 2022.** Responses cannot be guaranteed for RFIs submitted past the established deadline. Procedural questions may be entertained over the phone or during the Pre-Bid Meeting.

7. Bid Submittal and Opening

ISD's MCC Bid Submittal and Bid Opening procedures have been modified to ONLY ALLOW ELECTRONIC BID SUBMITTAL and conduct Construction Bid Openings using Zoom.

Bidder will visit <https://constructionbids.miamidade.gov> and click on the "External Log In" link. Bidder will then select this RPQ No. from the drop down list, and will then have the ability to upload a Bid electronically. Bidder that has not previously created a miamidade.gov portal account will be prompted to do so prior to submitting a Bid. Bidder must combine ALL Bid documents into a single PDF file, with a 25 MB file size limit, for upload. Bidder will receive a confirmation email upon successful Bid submittal/upload.

Bidder must allow enough time in advance of the Bid Submittal Deadline to complete any necessary steps. The responsibility for submitting a Bid on or before the stated time and date is solely and strictly the responsibility of the Bidder. 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. No part of any Bid can be submitted via hardcopy, email, or fax, unless otherwise directed by the Solicitation documents. **All references to "Sealed Envelopes" or "Sealed Bid" in the Invitation to Bid or Bid Documents shall mean an "electronic bid."**

The Electronic Bid shall include the following documents:

1. Bid price using form 5-A
2. Non-Collusion Affidavit
3. Certificate of Assurance **FAILURE TO INCLUDE THIS COMPLETED FORM SHALL RENDER THE BID NONCOMPLIANT TO THE CONTRACT REQUIREMENT AND SECTION 10.33.02 OF THE CODE OF MIAMI-DADE COUNTY**
4. Bid guarantee in the form of a bid bond (using the form provided in the bid documents), certified check or cashier's check **FAILURE TO INCLUDE A BID GUARANTEE SHALL RENDER THE BID NON-RESPONSIVE**
5. Fair Wage Affidavit
6. Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)
7. Due Diligence Affidavit
8. OSHA 300 Form for previous three (3) years and OSHA inspection data
9. Project List demonstrating minimum experience required for this project of ten (10) years of experience in high-rise building demolition within urban and densely populated downtown areas, having completed at least two (2) similar projects with the same magnitude in the past five (5) years. In accordance with Resolution R-1122-21, the experience of the Bidder's key personnel will be considered in assessing whether the Bidder complies with this solicitation's minimum experience or completed project requirement. Project List must include the following information: a) a description of scope of work performed; b) project address; c) name and title of Bidder's key personnel assigned to that project; and, d) client contact information: name, address, phone number, email address, project cost, and project start and completion date. **FAILURE TO PROVIDE PROJECT LIST MAY RENDER THE BIDDER AS NON-RESPONSIBLE.**
10. Copy of minimum licensing requirement of State of Florida, Demolition, General Building Contractor or Building Contractor license
11. Schedule of Values (SOV) using CSI Master Format 2020 **FAILURE TO PROVIDE A SOV MAY RENDER THE BIDDER AS NON-RESPONSIBLE.**

Forms for #1-7 are provided in the Bid Documents.

Once all bids have been reviewed by ISD, the Certificate of Assurance submitted by the apparent lowest three (3) bidders will be forwarded to Small Business Development (SBD) Office to conduct a final compliance review.

Safety Record of Successful Bidder and First-Tier Subcontractors:

In accordance with Resolution R-1181-18, the County is required to consider the safety (OSHA) records of prospective contractors and their first-tier subcontractors as part of the due diligence investigation performed to determine a Bidder's Responsibility. The County will include confirmation that safety due diligence was performed and any instance when a safety record affects the contractor/first-tier subcontractor's responsibility in any memorandum to the Board recommending an award or ratification of award of a construction project.

The Bid Opening associated with this solicitation will be conducted via Zoom immediately after the 2 PM Bid Deadline. To join the meeting, please use the Zoom link below. Members of the public are not required to enter their name to join the meeting if they do not wish to do so. Members may identify themselves as "Public Attendee." Members of the public will be granted view-only access to the meeting, but will not have video or speaking capabilities.

FIMD Administration is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://miamidade.zoom.us/j/84508353201>

Meeting ID: 845 0835 3201

One tap mobile

+17866351003,,84508353201# US (Miami)

Dial by your location

+1 786 635 1003 US (Miami)

Meeting ID: 845 0835 3201

Find your local number: <https://miamidade.zoom.us/u/kdlqsS19ZT>

8. Contract Measures (MCC 7360)

In accordance with County Ordinance Nos. 97-52, 97-158, and 03-1, and Administrative Order Nos. 3-22 and 3-37, the following SBE measures has been established for this project:

5.96% Small Business Enterprise - Construction (SBE-CON) Subcontractor Goal

For RPQs with project location falling in a Designated Targeted Area (DTA) with an estimated contract in an amount of \$250,000 or over, a Community Workforce Program (CWP) goal shall be applicable; the unemployment rate in the DTA determines the CWP goal for the project. The project location does fall in a DTA. As such, the CWP goal for this project is:

10.00% CWP Goal

Compliance with these Ordinances and Administrative Orders is required for all contractors submitting a bid for this project; please refer to <http://www.miamidade.gov/ao/home.asp?Process=completelist> for a full list of available County Administrative/Implementing Orders that may be part of these Specifications and Contract Documents.

Bidders with prior contracts in which the established measures were not met, must make-up the difference in a future contract. Pursuant to Section 10-33.02 of the Code of Miami-Dade County, Florida, a contractor who fails to meet an established Small Business Enterprise Construction Program (SBE-CON) goal shall submit a SBE-CON Make-up Plan for approval of the ISD Director or ISD Director's designee. **To verify whether your company has a SBE-CON make-up requirement,** please refer to the SBD webpage at https://cognoswww.miamidade.gov/mdc/bi/?pathRef=.public_folders%2FSmall%2BBusiness%2BDevelopment%2BReports%2FViolations%2BWeb&format=PDF. For questions regarding this requirement, contact SBD at (305) 375-3131.

9. Workforce Goal Compliance and Requirements (APPLICABLE TO THIS PROJECT)

Contract award recommendations for a value greater than \$250,000 are subject to the applicable Miami Dade County Community Workforce Program (CWP). 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 contracting officer a workforce plan outlining how the CWP goal will be met. The County will not enter into a contract until it receives the contractor's Workforce Plan and deems the Plan acceptable. CWP Plans should be submitted to SBD, via e-mail at SBDmail@miamidade.gov or delivered to Small Business Development, Contract Monitoring and Compliance Unit, 111 NW 1st Street, 19th Floor, Miami, Florida 33128.

Workforce Plans will be reviewed and notification sent to Contractor and Contracting Department within three (3) days of receipt of completed forms. Within 15 days of the award of the contract, the contractor shall submit job opportunities at the following website: <https://iapps.southfloridaworkforce.com/jchcwp/>. The database resides with South Florida Workforce who matches the requirements of submittals with available workforce in their database and provides a list to contractors for possible interviews and hiring.

If the Workforce Plan is submitted and complete as specified above, SBD will issue a letter to the contractor with a copy to the Contracting Department notifying that the Workforce Plan is approved. The Contracting Department may then issue the Notice to Proceed. If the plan has been deemed acceptable and additional information is required. The Contracting Department may then issue the Notice to Proceed. The Contractor will be given additional time to submit CWP Employee Information Form and Verification Documents. However, if the Workforce Plan is submitted incomplete and deemed unacceptable, SBD will issue a letter to the contractor notifying it of deficiency and what needs to be submitted for acceptance. The Contracting Department may not issue the Notice to Proceed until notified that Plan has been accepted and/or approved. The Workforce Plan shall include:

- a) Workforce Plan Form CWP-01: Specify the total number of persons that will be used by the contractor and all subcontractors to perform all of the construction trades and labor work of the contract, broken down by trade and labor category, the number of persons to be utilized in each category, the number of positions filled by current staff, the number of positions that reside in the Designated Target Area where the public improvement project is located, and the number of positions to be filled/hired to meet the CWP goal.
- b) CWP Employee Information Form: Identify by name, address and trade category of all persons proposed to perform work under the contract currently on the contractor's or on any proposed subcontractor's payroll who reside in the Designated Target Area where the public improvement project is located.
- c) Verification Documents: Two forms of proof of residency (address in which employee resides) of which one must be a picture ID (list of acceptable documents provided).
- d) Job Clearinghouse Affidavit: A signed and notarized Job Clearinghouse Affidavit attesting to the submittal of current or future open positions to the Job Clearinghouse via South Florida Workforce website.

10. **Bid Bond Based on Percentage of Bid Price**

Bidders are hereby required to furnish a Bid Bond for any bid higher than \$200,000. If required, bidders shall accompany their bids with a bid guarantee in the form of a certified check, cashier's check or bid bond in the amount of **5% of the base bid price**, payable to Miami-Dade County, Florida. When providing a bid bond through a surety, the Bid Bond Form supplied by the County shall be the only acceptable form. Should a bidder decide to withdraw its bid once he/she has received a Notice of Intent to Award issued by the County, the bid bond submitted will be forfeited as liquidated damages. Any bid higher than \$200,000 that is not accompanied by a bid/bond guarantee shall be considered non-responsive and ineligible for award. Bidders shall be entitled to the return of their Bid Bond within 10 days after award of the RPQ, upon request to the Clerk of the Board's Office. The following shall apply if a Bid Bond is submitted through a surety:

- a) For bids that do not exceed \$500,000, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety bonds may be accepted from surety companies that fulfill each of the following provisions:
 - 1) The surety company is licensed to do business in the State of Florida;
 - 2) The surety company holds a certificate of authority authorizing it to write surety bonds in this state;

- 3) The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - 4) The surety company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - 5) The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.
- b) For bids in excess of \$500,000, bid bonds shall be written through surety insurers authorized to do business in the State of Florida as surety firms, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII

- c) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds," published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- d) For RPQ's in excess of \$500,000 the provisions of Section B will be adhered to and the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least \$1,500,000 and be on the Treasury List.
- e) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- f) In lieu of a Bid Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County during the life of the RPQ and as long as the funds are being held by the County.
- g) The attorney-in-fact or other officer who signs a bid bond for a surety company must file with such bond a certified copy of a power of attorney authorizing the officer to do so. The bid bond must be counter-signed by the surety's resident Florida agent.

11. **Payment and Performance Bonds**

a) **Prime Contractor**

For RPQs where the prices received are in excess of \$200,000 will require the submission of a duly executed Payment and Performance (P&P) Bond in an amount that represents 100% of the Bid price offered by the Bidder, plus a 10% contingency required by the County within 10 business days of a Notice of Award, or as otherwise required by the County. The P&P Form supplied by the County shall be the only acceptable form. If the Contractor fails to deliver the P&P 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. This may affect the Contractor's eligibility for award of future contracts. The following specifications shall apply to the bond required above:

- 1) For contracts in excess of \$500,000, bonds shall be written through surety insurers authorized to do business in the State of Florida as surety firms, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
\$200,001 to \$500,000	B V
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII

- 2) For bids that do not exceed \$500,000, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety bonds may be accepted from surety companies that fulfill each of the following provisions:
 - a) The surety company is licensed to do business in the State of Florida;
 - b) The surety company holds a certificate of authority authorizing it to write surety bonds in this state;
 - c) The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - d) The surety company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e) The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.
- 3) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds," published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- 4) For contracts in excess of \$500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least \$1,500,000 and on the Treasury List.
- 5) Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- 6) In lieu of a P&P, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County during the life of the contract and as long as the funds are being held by the County.
- 7) The attorney-in-fact or other officer who signs a bid bond for a surety company must file with such bond a certified copy of a power of attorney authorizing the officer to do so. The bid bond must be counter signed by the surety's resident Florida agent.

b) Sub-Contractors

- 1) In accordance with Resolution No. R-1386-09, no CSBE firm entering into a subcontract for \$200,000 or less shall be required to execute and deliver a payment and performance bond as a condition of executing such subcontract or performing the work unless, in the case of a subcontract, the prime contractor has requested from the County, and the County has approved prior to the execution of the subcontract, such request based on information submitted by the prime contractor. Such information shall include, but not be limited to, the following: a) subcontractor's prior work history; b) subcontractor's number of years in business; c) scope of work; d) conditions affecting the work; e) value of the subcontract; f) schedule considerations; g) subcontract terms; and h) any other factors that may affect risk.
- 2) Upon the mutual agreement between the prime contractor and CSBE, the CSBE may be paid up to five percent (5%) of the value of the subcontract, exclusive of contingencies,

in advance, upon written evidence reasonably satisfactory to Small Business Development (SBD) of the CSBE's imminent expenditure of those funds for mobilization directly related to the work. Such written evidence may include, but is not limited to, executed contracts, purchase orders, and invoices, and must be submitted to SBD and the contracting department.

- 3) Upon mutual agreement between the prime contractor and CSBE subcontractor and prior approval by SBD, provided that a) the CSBE subcontractor is not in breach of its payment and performance obligations under the subcontract, b) the CSBE subcontractor is responsible for the negotiation and purchase of materials. The prime contractor shall pay directly for the purchase of any material to be incorporated in the work which is the object of the CSBE's subcontract. Such direct payment shall be made by a dual-party check made payable to the material supplier and the CSBE subcontractor and shall be credited against the prime contractor's payment obligations under the subcontract and credited against the agreed items in the schedule of values where the materials were used.
- 4) The retainage withheld from payments to CSBE subcontractor(s) shall not exceed five percent (5%). Any and all amounts withheld in retainage under a CSBE's subcontract shall be paid in full upon satisfactory completion and acceptance of the CSBE's work in compliance with its subcontract within the same number of days that the County has mandated as the billing cycle for said contract in operation, or within forty (40) calendar days of submittal of such billing(s) by the CSBE subcontractor(s) to the prime contractor, whichever is less, regardless of whether the prime contractor has received payment from the County.
- 5) Within five (5) working days of the prime contractor becoming aware of a performance problem with a CSBE, the prime contractor shall notify the CSBE of such problem, in writing and with sufficient specificity to allow the CSBE to identify and redress the problem, and shall allow the CSBE a reasonable cure period. Disputes between the prime contractor and any CSBE shall be submitted to SBD for expedited alternative dispute resolution.
- 6) A prime contractor shall not require of any CSBE more than the minimum insurance coverage (\$300,000 General Liability, \$300,000 Automobile and Worker's Compensation in accordance with state law) unless the prime contractor has requested from the County, and the County has approved prior to the execution of the subcontract. Prime contractor shall submit such information to include, but not limited to, the following: a) work discipline covered by the subcontract; b) subcontractor's prior work history; c) subcontractor's number of years in business; d) scope of work; e) conditions affecting the work; f) value of the subcontract; g) schedule considerations; h) contract terms; and i) any other factors that may affect risk.
- 7) In accordance with Resolution No. R-138-10: Subsequent to award and prior to the issuance of the Notice to Proceed, the prime contractor shall provide the scope of work to be performed by any CSBE utilized to satisfy any CSBE goal, shall be separately identified in such schedule of values. The schedule of values will determine the progress payments, and payment requisitions for the scope of work of such CSBE shall be accompanied by statements of completion for the work of the CSBE, and shall be accompanied by appropriate documentation including invoicing and checks reflecting payment of the CSBE for the previous construction draw.

12. Applicable Wage Rate

Pursuant to Section 2-11.16 of the Code of Miami-Dade County, contract award recommendations for a value greater than \$100,000 are subject to the applicable Miami Dade County Responsible Wages and Benefits. Please visit

<https://www.miamidade.gov/global/business/smallbusiness/responsible-wages-benefits.page> in order to download a copy of the applicable wages and benefits schedule.

13. Indemnification and Insurance

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

The Contractor shall furnish to **Miami-Dade County, ISD/Facilities and Infrastructure Management Division (FIMD), 111 NW 1st Street, Suite 2420, Miami, FL 33128**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. 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.
- E. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.
 - a. If Excess Liability is provided must be follow form of the General Liability coverage.

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

14. Notice of Recommendation for Award of Contract and Bid Protest Period

- a) Award recommendations for contracts and purchases involving the expenditure of \$25,000 or less are considered final and may not be protested.
- b) For contract awards in the amount of over \$25,000 and up to \$250,000 a Notice of Recommendation for Award shall be posted in the Procurement Management Services website.
- c) For contract awards in the amount of over \$250,000 a Notice of Recommendation for Award will be sent out to the lowest responsive, responsible bidder with copies to all contractors that submitted a bid. A copy thereof shall be deposited with the Clerk of the Board on the same day it is transmitted. Simultaneously, the lowest bidder will be allowed up to 14 days to provide the Contract Coordinator with the performance and payment bond (if required), certificates of insurance, collusion affidavit and project schedule, as applicable.
- d) Bidders should become familiar with the requirements prescribed in County Implementing Orders No. 3-21 "Bid Protest Procedures" and 3-53 "Policies and Procedures for Usage of the Miscellaneous Construction Contracts," Section 4.02 of the Miami-Dade County Home Rule Amendment and Charter, and Section 2-8.4 of the Code of Miami-Dade County. A period of three (3) days commonly known as "Bid Protest period" will follow the Award Recommendation to allow Contractors the opportunity to protest the award as provided for in the aforementioned Implementing Order.
- e) The Recommendation for Award of Contract is subject to approval by the County of all documentation requested to the lowest responsive, responsible bidder, up to and including detailed schedule of values and project schedule.

15. 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.

16. Pre-Construction Meeting

A Pre-Construction Meeting/Conference shall be scheduled by the Project Manager once all the requirements set forth in the Notice of Recommendation for Award are received by the County. If not already submitted, the Contractor shall bring to this meeting a schedule of values and a construction schedule for the project. These schedules will be subject to review and approval by the Project Manager. It is also required that the Contractor's sub-contractors be present at this meeting as well as any other interested entity or utility company.

In addition, the Contractor shall prepare and bring to this conference a staging plan for construction showing the location of dumpsters, security fence, protection barriers, storage areas, etc., as required. The location of the trash dumpster and vehicle staging area will be determined by the Site Manager. The Contractor shall also bring all material acquisition time tables that could affect the critical path of the project. The award of the contract will be subject to approval by the County of all documentation requested up to this point.

17. Permits

Once the award of the contract is approved, ISD staff will proceed to prepare the appropriate Purchase Order (PO). Upon approval of the PO, and prior to performing any work, the Contractor must obtain and submit copies of the required permits from all applicable governing agencies to the ISD Project Manager. For permitting tracking issues and regular updates, the Contractor may contact Jaime Romero, ISD, Facilities and Infrastructure Management Division, via telephone at (305) 375-1164 or via e-mail at JRomero@miamidade.gov. All permit-related fees and costs shall be included in the base bid price.

18. Notice to Proceed

A Notice to Proceed (NTP) will be issued to the selected Contractor after all the aforementioned requirements are met and subsequently approved by ISD.

19. Submittals

All submittals must bear the Contractor's seal of approval and must be sent to the ISD Project Manager for approval. This includes, but is not limited to, products to be used and requests for information/clarification (RFI).

All submittals must be prepared and approved by the Contractor and must include all of the details necessary for the ISD Project Manager to make the proper determination. A transmittal form must be included with each submittal. The Contractor shall provide data sheets for each type of product, and clearly show data information and deviations from the contract requirements for which the approval is being requested. The Contractor shall be responsible for any related permitting. Failure to provide sufficient information may result in the rejection of the submittal.

For instances in which specifications do not specify a brand-name product, or in which the substitution of a product is not specifically prohibited, the Contractor may submit possible substitute products for approval by the ISD Project Manager. Such submittals must include as much detail as possible and must be submitted in the format required by the Project Manager in order to allow him/her to evaluate the proposed substitution. All submittals shall be reviewed for general conformance with the intent of the contract documents, construction drawings, and technical specifications. Approvals by the Project Manager, Architect/Engineer of Record shall not relieve the Contractor from providing the materials suitable for the intended purpose as specified therein.

20. Shop Drawings

The Contractor must coordinate submittal preparation with the construction schedule and related activities which require sequential operations. The Contractor must allow a minimum of 14 days for

approval by the Architect/Engineer of the shop drawings. No extension of time will be authorized due to the Contractor's failure to submit shop drawings and submittals well in advance of the work being performed.

21. Schedule of Values and Construction Schedule

As stated in Section 14 above, and if not submitted previously at the request of the County, the Contractor shall submit within 14 days of the Notice of Recommendation for Award, a detailed Schedule of Values and Construction Schedule for each task, including projected dates for inspection, up to and including substantial completion and close-out of work. At the discretion of the County's Project Manager, a schedule of values may be utilized to determine the appropriate value of change orders, both additive and/or deductive, processed during the prosecution of the work.

22. Completion/Contract Time

The Contractor shall have 90 days to complete the work from the Work Start date identified in the Notice to Proceed (NTP), and must mobilize by the Work Start date identified in the issued NTP and start work no later than within 14 calendar days after the NTP is issued. The project will not be considered completed until all work, including the punch list, closing documents, and certificate of occupancy, have been completed and/or submitted. The Contractor must complete the project in the number of calendars days specified in this RPQ, including close-out, final inspections, certificate of occupancy, and warranties.

23. Security

All workers, including subcontractors, must clear a background check with the Police Department prior to beginning work. All workers are required to wear a shirt/uniform that identifies the company of the Contractor or his subcontractors.

24. Working Hours

The Contractor shall perform work during 2 shifts, as stated below. However, all noise producing, and disruptive work shall be performed after hours and during weekends with non-disruptive work allowed in the day hours. Weekends and holidays work hours shall be coordinated with the ISD Project Manager and Building Manager.

- Weekday normal hours: 6 am to 6 pm: for site preparation, mobilization, and work that does not cause excessive noise.
- Weekdays after hours 6 pm to 6 am: for demolition work that causes excessive noise. Work hours need to be coordinated with the ISD Project Manager.

25. Liquidated Damages

Liquidated damages of \$1000/day will be assessed to the Contractor for each day the project completion exceeds the 90 days which are specified for the completion of this project.

26. Progress Meetings

The ISD Project Manager shall schedule progress meetings as necessary in order to ensure that the completion of the work is in accordance with the contract, drawings, and overall project schedule. The Contractor shall prepare meeting minutes for distribution.

27. Scheduled Payments

Scheduled monthly payments shall be made in the progress payment application, Document 01028-CP. The ISD Project Manager will provide the Contractor a live format of the progress payment application at the Pre-Construction Meeting. The Contractor must prepare progress payments based on the pre-approved Schedule of Values which was submitted prior to the issuance of the Notice to Proceed. Each partial payment shall include a five percent (5%) retainage, as well as a 0.25% deduction to cover random audits by the Office of the Inspector General (IG) pursuant to Section 2-

1076 (d)(6) of the Code of Miami-Dade County. Bidders should be mindful to include the 0.25% IG fee in their bids, since the amount deducted as a result will not be returned to the Contractor at the end of the contract. IG fees do not apply to projects paid for with federal funds.

The Contractor must request a walk-through inspection, in writing, with the ISD Project Manager prior to the submission of a progress payment. The Contractor and ISD Project Manager must sign off on the value of the percentage of work completed at the end of the walk-thru. The signed form must be submitted with the progress payment request. In addition, if there are any changes to the original project schedule (delays), an updated construction schedule must also be submitted with the progress payment request. Failure to submit a request for a walk-through inspection and any other required documents will result in the rejection of the request for payment.

28. Project Coordination

The Contractor shall provide a qualified Superintendent, acceptable to the ISD Project Manager, who shall be present at all times during the course of the work, and shall be authorized to act as an agent of the Contractor. The Contractor shall provide sufficient personnel, materials, and equipment to meet the requirements of the work within the contract period.

All work shall be coordinated at all times with the ISD Project Manager, and the facility shall remain operational at all times. Pedestrian traffic flow shall not be interrupted and it shall be coordinated with the Facility Manager.

29. Field Directives

The ISD Project Manager or his/her representative may at any time issue field directives to the Contractor. These field directives shall be issued, in writing, to the Contractor and signed by both parties. Any field directives which change the scope of the work, may result in the County issuing a change order to the contract. If the Contractor considers a field directive not to be part of the original contract, he/she shall duly advise the ISD Project Manager, in writing, no later than forty-eight (48) hours after the directive has been issued.

The Contractor shall not perform any work in addition to the scope of work of this contract without written authorization from the ISD Project Manager. The County will not be held responsible for any payment of additional work that has been completed without the written authorization of the ISD Project Manager.

30. Daily Construction Reports

The Contractor must prepare a detailed daily report recording the events taking place at the site. This report must be submitted to the ISD Project Manager on a weekly basis and must be kept in a log, on site, throughout the duration of the project.

31. Weather Conditions

The Contractor shall inform himself about the local weather conditions. In the event of inclement weather, the Contractor shall take the necessary precautions to secure all loose material and equipment, or shall remove them from the project site, at no cost to the County.

In the event of a tropical storm, hurricane watch or hurricane warning, or any other severe weather event, the Contractor shall be required to remove from the project site, or secure to the ISD Project Manager's satisfaction, all loose construction materials and equipment. The Contractor shall also be responsible for protecting structures under construction and cooperating with County personnel in protecting other structures within the project site. The Contractor shall conform to the requirements of latest available Miami-Dade County Hurricane Plan, which is available upon request to ISD.

32. Protection of Property

The Contractor is solely responsible for the protection of private and County property that may be affected during the performance of the work. The Contractor shall be responsible for any damage to County property which results from the actions or lack of action by the Contractor or his personnel. The Contractor shall repair or replace any damaged property prior to final payment being made.

33. Maintenance of Traffic

The Contractor shall maintain traffic and is responsible for any traffic re-direction. The Contractor must acquire a permit from the governing authority for road closures and must protect the public from all damage to persons and property within the project site, in accordance with Contract Documents and all applicable State, County, City, and local regulations. Suitable signs, barricades, railings, and other related items shall be erected and the work area shall be outlined by adequate lighting at night. Emergency lights shall be provided as necessary for the protection of traffic.

34. Clean-Up

- a) All work areas are to be kept clean, clear, and free of debris at all times.
- b) Do not allow trash, waste, or debris to collect around the job site.
- c) All tools and unused materials must be collected at the end of each workday and stored properly and protected from exposure to the elements.
- d) Dispose of and/or recycle all trash and excess material in a manner conforming to current Environmental Protection Agency (EPA) regulations and local laws.
- e) Clean and restore all damaged surfaces to their original condition.
- f) Also refer to Scope of Work.

35. Safety

It is the responsibility of the Contractor to adhere to all Federal, State, and local safety laws including requirements by the Occupational Safety and Health Administration (OSHA). The Contractor must promote and practice safety in the workplace. The project area must be kept free of potential safety hazards to the public, sub-contractors, and other workers. Failure to adhere to proper safety practices may affect the approval of payment applications. The Contractor will be responsible for coordinating all utility work including calling for underground locations before digging.

COVID-19: Contractor team must follow CDC and County guidelines, including any mandatory order(s) such as wearing a face mask at County facilities (refer to County website below or ISD Project Manager for guidance). On August 2, 2021, the County issued the following process for all County vendor employees, including subcontractor staff, who report positive COVID results.

In Miami-Dade County's ongoing effort to keep our residents and visitors safe, we take this opportunity to thank our valued vendors, remind them that we are in this together, and urge their vigilance in staying informed on the Coronavirus (COVID-19). Together, we are laboring to tamp down the spread of COVID-19, and Miami-Dade County officials continue to work closely with local, state and federal agencies in tackling COVID-19 issues.

County vendors must continue to follow all applicable Centers for Disease Control (CDC) guidance for businesses and workplaces: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/businesses-employers.html>.

Additionally, County vendors must immediately advise the County's project manager overseeing their services, as well as email the County at covid19-incidentvendors@miamidade.gov, upon learning that any of their employees and/or subcontractor employees have tested positive for COVID-19, or

have been exposed to anyone testing positive for COVID-19, and renders services at any County property. We ask that vendors not provide any personally identifiable information (PPI) regarding their employees and only identify: (a.) the work the individual performed, (b.) the County properties affected, and the (c.) potential contacts with County employees, residents or guests this individual had in the provision of services to the County. Vendor must also advise the County on the steps taken to limit the potential spread of COVID-19 associated with the identified employee.

In line with the requirements impressed upon County staff previously having tested COVID-19 positive, prior to their return to work, County vendors shall affirm in writing to the County's project manager that their employee returning to work at any County facility, after being confirmed COVID-19 positive has undergone two tests (24 hours apart), each resulting in negative COVID-19 outcomes, as well as has provided a physician's return to work note clearance.

For further information, please refer to the following link for materials that are designed to inform Miami-Dade County residents and organizations about the Coronavirus(COVID-19): <https://www.miamidade.gov/global/initiatives/coronavirus/print-resources.page>. For questions about COVID-19 in Florida, please contact the Florida Department of Health at 1-866-779-6121. The Florida Department of Health is updating information regularly. Read the latest information related to COVID-19 in Florida. The OSHA COVID-19 webpage offers information specifically for workers and employers: www.osha.gov/covid-19.

Also refer to Scope of Work.

36. Regulatory Requirements

All work performed must be in compliance with all applicable Federal, State and local building codes, including, but not limited to, the Florida Building Code. Also, all work shall be performed in a manner consistent with current OSHA guidelines.

37. Delivery, Storage and Handling

All materials must be delivered to the site in original containers with factory seals intact. All products are to carry a manufacturer's label. Do not expose materials to moisture in any form before, during, or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.

Remove manufacturer-supplied plastic covers from materials provided with such. Use breathable-type covers, such as canvas tarpaulins, to allow ventilation and protection from weather and moisture. Cover and protect materials at the end of each work day. Do not remove any protective tarpaulins until immediately before the material is to be installed.

38. Subcontractors Race, Gender and Ethnic Make-up of Owners and Employees

Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful bidder demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County no later than 10 days after it becomes available and, in any event, prior to final payment under the contract.

39. Warranty

The Contractor shall warrant the materials and installation of all work for a period of one (1) year from the date of Final Acceptance by the Owner, unless extended warranties are required within the

Contract Documents. The Contractor shall submit all warranties, logs, books, manuals, and any other component(s) required for the proper maintenance of the project to the ISD Project Manager. Final payment will not be issued until all warranties are received, reviewed, and accepted by the County.

40. User Access Program, Ordinance No. 12-12 (for all contracts \$500,000 and above with the exception of TRANSIT, PHCD, and GOB-funded projects)

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.

41. Residential First Training Employment Program (for all contracts \$1,000,000 and above)

In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61, available online at <http://www.miamidade.gov/smallbusiness/business-development-legislation.asp>, all contractors and subcontractors of any tier on (i) construction contracts valued in excess of \$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 \$1,000,000 for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land, shall comply, if applicable, with the following:

a) Bidders must:

- 1) Submit a completed Responsible Contractor Affidavit (Form RTFE 1), along with the Bid Submittal Package. RTFE 1 shall verify the following:
 - i) Prior to working on the project, all persons employed by the contractor on the project to perform construction have completed the OSHA 10-hour safety training course; and
 - ii) Contractor will make its best reasonable efforts to have 51 percent of all construction labor hours performed by Miami-Dade County residents. County residents employed in furtherance of the goal set forth in the County's Community Workforce Program (CWP) shall be counted towards the 51% goal.
- 2) In the event that form RTFE 1 is not submitted along with the bid package, the County will provide a notice that the bidder has 48 hours from the time of notification to submit the form or their bid or proposal will be deemed nonresponsive and disqualified.

b) Prior to the issuance of a Notice to Proceed, contractors must also submit the following:

- 1) A Construction Workforce Plan (Form RFTE 2) and supporting documentation;
- 2) A list of all subcontractors to be used on the project;
- 3) A Responsible Subcontractor Affidavit (Form RFTE 1) for each subcontractor; and;
- 4) A list of all employees currently employed by the contractor.

c) Submit OSHA Safety Training Affidavit (Form RFTE 3) with all certified payrolls.

d) Submit a Workforce Performance Report (Form RFTE 4) within 30 business days of completion of the Project.

- e) Any lessee shall include requirements of Section 2-11.7 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease. Lessee shall be responsible to the County for payment of compliance monitoring costs and any penalties found due.

42. Public Records and Contracts for Services Performed on Behalf of Miami-Dade County

The Contractor shall comply with the Public Records Laws of the State of Florida, including but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by Miami-Dade County (County) in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of the agreement and shall be enforced in accordance with the terms of the agreement. If the contractor has questions regarding the application of Chapter 119, F.S. to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via phone at (305) 375-5773, or via email at isd-vss@miamidade.gov. Offices are located at 111 NW 1st Street, Suite 1300, Miami, FL 33128.

END OF THE SECTION

140 WEST FLAGLER BUILDING DEMOLITION
ISD PROJECT NO. W210014-B
SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____ as Principal, whose principal business address is _____, as Contractor under the contract dated _____, 20____, between Principal and Miami-Dade County for the construction of the **140 West Flagler Building Demolition Project, ISD Project No. W210014-B** (herein after referred to as "Contract"), the terms of which Contract are incorporated by reference in its entirety into this Bond, and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ U.S. dollars (\$_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within five (5) years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the work under the Contract;

Then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the ____ day of _____, 20____.

ATTEST:
Contractor:

Contractor's Full Name

Legal Name of Contractor

By: _____
President, Managing Partner or
Joint Venturer

Signature

Corporate Seal

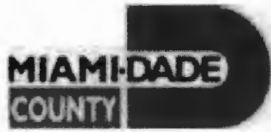
COUNTERSIGNED BY RESIDENT FLORIDA
AGENT OF SURETY:

SURETY:

(Copy of Agent's current Identification Card as
issued by the State of Florida Insurance
Commissioner must be attached)

By: _____
Attorney-In-Fact

Corporate Seal (Power of Attorney
must be attached)



Small Business Development Division

Project Worksheet

Project/Contract Title: 140 West Flagler Street Building Demolition
Project/Contract No: W210014-B
Department: Internal Services
Estimated Cost of Project/Bid: \$3,331,911.13
Received Date: 2/18/2022
Funding Source: Other
Description of Project/Bid: This project is for the demolition of the 140 West Flagler Street building, 140 West Flagler Street Miami, FL 33130.

Contract Measures		
Measure	Program	Goal Percent
Goal	SBE - Con	5.96%
No Measure	SBE - Goods	
No Measure	SBE - Services	
Workforce Goal	CWP	10.00%

Reasons for Recommendation	
SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-Con) SBD reviewed this project pursuant to Implementing Order(s) 3-22 and 3-41 for SBE-Con and SBE-Goods measures. Project information analyzed included the project's scope of services, minimum requirements/qualifications and funding source. An analysis of the factors contained in Implementing Order 3-22 indicates a 5.96% Small Business Enterprise – Construction (SBE-Con) subcontractor goal is appropriate in the trade of: Commercial and Institutional Building Construction (5.96%-General Requirements). An attempt was made to assign this project a Set-Aside measure; however, no firm responded to the Verification of Availability to Bid process as being able to meet the project's requirements. Miami Dade County Heavy Construction Responsible Wages apply to this contract.	
SMALL BUSINESS ENTERPRISE - GOODS (SBE - Goods) An analysis of the factors contained in Implementing Order 3-41 & Ordinance 14-41 indicates a No Measure is appropriate as no SBE-Goods opportunities could apply. CWP 10% Goal Applicable. NAICS 236220 Commercial and Institutional Building Construction, NAICS 237990 Other Heavy and Civil Engineering Construction, NAICS 238910 Site Preparation Contractors, NAICS 238910 Demolition Contractors.	

Small Business Contract Measure Recommendation	
Subtrade Commercial and Institutional Building Construction	Category SBE-Con

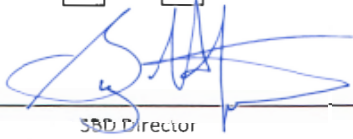
Living Wages: YES ☐ NO ☒

Highway: YES ☐ NO ☒

Heavy Construction: YES ☒ NO ☐

Responsible Wages: YES ☒ NO ☐

Building: YES ☐ NO ☒



SBD Director

3/7/22

Date

