

Date: July 6, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(A)(8)

From: Daniella Levine Cava
Mayor

Resolution No. R-584-23

Subject: Approval of the Contract Award Recommendation to Rehabilitate Runway 09L-27R at
Miami-Opa Locka Executive Airport, Contract No. X009A

EXECUTIVE SUMMARY

This item seeks approval from the Board of County Commissioners (Board) to award a construction contract to OHLA USA, Inc. (OHLA) to provide construction services at the Miami-Opa Locka Executive Airport (OPF). The scope of work consists of rehabilitating the pavement of Runway 09L-27R, sections of parallel Taxiway N, and sections of perpendicular Taxiways J, G, F, C, H, and E; removing the existing rigid pavement located at both runway thresholds which delineates the beginning of runway at each end, and replacing it with flexible pavement; milling and overlaying Runway 09L-27R as well as taxiway connectors; grooving and grading improvements; replacing and/or adjusting runway edge lights; replacing the base cans which are in-ground metal enclosures that support lighting fixtures; replacing conduits and cables as required, and painting new pavement markings. Additionally, a new "Precision Approach Path Indicator," which is a system of lights on the side of the airport runway threshold that provides high precision visual guidance during the aircraft's final approach will replace the existing system.

This construction project, known as Project No. X009A, was advertised by the County under full and open competition resulting in two responsive bids, one from OHLA, and the other from General Asphalt Company, LLC. The Engineer of Record, Atkins, reviewed the project's tally, and it was determined that OHLA USA, Inc., whose base bid is approximately .4 percent above the Engineer's Base Estimate, is the low bidder and is qualified for award of this construction contract.

RECOMMENDATION

It is recommended that the Board approve the attached resolution awarding Project No. X009A to OHLA USA, Inc. for the project entitled: "Miami-Opa Locka Executive Airport (OPF) Runway 09L-27R" pursuant to Section 2-8.1 of the Miami-Dade County Code. The County has agreed to pay OHLA compensation amount of \$30,291,655.04, which includes a 10 percent contingency of \$2,746,919.52 and an Inspector's General Fee of \$75,540.29. The total contract term consists of 450 calendar days from the effective date of the Notice to Proceed.

Contract measures were established as part of this construction contract including a Disadvantaged Business Enterprise (DBE) participation goal of 7.11 percent. OHLA committed to the 7.11 percent DBE participation goal, which meets the required participation goal.

Per the terms and conditions of this construction contract, liquidated damages for the various phases of the Project have been established and will be deducted from the Contract amount for each calendar day/hour of delay due to a Non-Excusable Delay. The measurement will be per day or part thereof, and hour or part thereof.

- Phase 1 – Runway 9L/27R and Taxiways N1, N8, N (east), J, H, G, F, E and C Rehabilitation – 200 days: \$1,345 per hour of delay in opening the Runway.
- Phase 2 – Taxiway N (west) Rehabilitation – 100 days: \$6,800 per day of delay in opening Taxiway N (west).

This recommendation to award has been prepared by the Miami-Dade Aviation Department (Aviation Department or MDAD).

SCOPE

Miami-Opa Locka Executive Airport is located primarily within District 1 which is represented by Chairman Oliver G. Gilbert, III. However, the impact of this agenda item is countywide in nature as OPF is a regional asset.

Project Name: Miami-Opa Locka Executive Airport Runway 09L-27R Rehabilitation

Project No.: X009A

Contract No: X009A

Project Location: OPF

Project

Description: The scope of work for this project consists of, but not limited to:

1. Re-paving runway 09L-27R.
2. Replacing runway edge lights with new equipment.
3. Adjustment to the new grade elevation.
4. Replacing pavement markings.
5. Replacing the existing visual approach system on the runway with a new "Precision Approach Path Indicator".

Approval Path: Board of County Commissioners, Section 2-8.1 of the Miami-Dade County Code

BACKGROUND:

Runway 09L-27R is located on the north side of OPF. The runway is 8,002 feet long by 150 feet wide, flexible pavement, grooved with high intensity runway edge lights. The rehabilitation of Runway 09L-27R at OPF is required as the pavement is experiencing moderate to severe weathering and low to moderate longitudinal cracking. There are no signs of base deterioration, but the oxidized and cracked surface requires milling and overlaying as reported by the Florida Department of Transportation's (FDOT), Statewide Airfield Pavement Management Program. The results of the inspection indicated that the airport's airfield pavement facilities had an overall area weighted average Pavement Condition Index (PCI) of 55 for the runways and 61 for the taxiways, representing a poor to fair overall network condition. The pavement distress observed consists of alligator cracking, block cracking, joint reflection cracking, longitudinal and transverse cracking, patching, raveling, swelling, and weathering, all of which are signs of pavement deterioration.

FISCAL IMPACT/ FUNDING SOURCES

Funding Source

Future Aviation Financing FDOT/FAA

Capital Project Budget:

Project# 2000001049, General Aviation Airports Subprogram FY 2022 - 23 Proposed Budget and Multi-Year Capital Plan, Volume 3, Page 156, Funding Year: FY 2022-2023 and future years. (See Exhibit "A" as attached)

Base (Engineer's) Estimate: \$27,362,870.00

Base Award Amount: \$27,469,195.23

Contingency Allowance: (Section 2-8.1 Miami-Dade County Code)	<u>Type</u>	<u>Percent</u>	<u>Amount</u>	<u>Comment</u>
	Construction	10%	\$2,746,919.52	

IG Fee (Ordinance No. 97-215):	0.25%	\$75,540.29
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Total Contract Award Amount:	\$30,291,655.04
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Total (Engineer's) Estimate:	\$30,117,141.84
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Operations Costs:

The annualized cost of operation is \$50,000.00.

Maintenance Costs:

The annualized cost of routine maintenance is \$150,000.00.

Total Contract Period: 450 Consecutive Calendar Days

Contingency Period: 0 days - None

Life Expectancy of Asset: 20 years

IG Fee

**Included In
the Contract:** Yes

PTP Funding: No

GOB Funding: No

ARRA Funding: No

**Art in Public
Places:** No

**Applicable Wages
Resolution (R54-10):** Davis Bacon Wages

**Sustainable Buildings
Ordinance (I.O. 8-8):** This project has been exempted from the requirements of I.O. 8-8 by the Department of Regulatory and Economic Resources.

**Sea Level Rise:
(Ord. 14-79)** The impact of Sea Level Rise was considered as part of the design.

**Buy American Iron
and Steel Procurement
Program
(Ordinance No. 2-22):** Yes

Bid Packages Issued: 1

Bid Packages Received: 2

DELEGATION OF AUTHORITY

Pursuant to Sections 2-285 and 285.2 of the Miami-Dade County Code, the County Mayor's designee is authorized to exercise the provisions thereof, including the authority to execute Contract No. X009A and the authority to exercise its termination provisions.

TRACK RECORD/MONITOR

MDAD Project Manager Miguel Riera will monitor the implementation of this construction project.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted to determine the responsibility of OHLA USA, Inc. including verifying the firm's corporate status and conducting a review of their safety

records (per R-1181-18) as well as confirming that there are no performance or compliance issues. The following lists were reviewed: 1) Occupational Safety and Health Administration (OSHA) logs of work-related injuries and illness (Form 300) including OSHA inspection data, and 2) convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal-excluded parties list. The Florida Department of State Division of Corporations records show the company's status as active.

**SBD History of
Violations:** No

Procurement History

Project X009A was advertised on March 1, 2023 under full and open competition. On April 7, 2023, MDAD received and opened two (2) responsive bids (as noted below) which were forwarded to the Internal Services Department's (ISD) Division of Small Business Development (SBD) for compliance review. On April 10, 2023, SBD issued the results of its compliance review finding both bidders to be compliant. A copy of SBD's Compliance Review shows OHLA's commitment to use local subcontractors and suppliers. (See Exhibit "B" as attached)

OHLA USA, INC	\$27,469,195.23
General Asphalt Co., LLC.	\$31,199,177.00

Atkins, the Engineer of Record, was sent the bid information for evaluation. In a letter dated April 13, 2023, addressed to the Aviation Department, Atkins explained that the low bidder OHLA, whose base bid is approximately .4 percent above the Engineer's Base Estimate, qualified for award of this construction contract. (See Exhibit "C" as attached)

ISD's Capital Improvements Information System (CIIS) database has one (1) evaluation for OHLA dated February 2022, with a rating of 3.0 out of 4.0 points, which is indicative of reliable performance. (See Exhibit "D" as attached)

According to ISD's SBD's "Firm History Report," OHLA has held one (1) contract as a Prime Contractor in the last three (3) years with a total value of \$256,775,065.00. (See Exhibit "E" as attached)

Contract measures were established as part of this construction contract including a Small Business Development (DBE) participation goal of 7.11 percent. A copy of the SBD Project Worksheet is enclosed. (See Exhibit "F" as attached)

The Contract Summary, Bonds (Bid, Performance, and Payment Bonds), Insurance and Condition of Award Requirements (also called "Combined Affidavit") executed by OHLA are enclosed. (See Exhibit "G" as attached)

Company Principals: Daniel Ruiz Andujar

Company Location: 9675 NW 117th Avenue, Suite 108
Miami, FL 33178

How Long in Business: 18 years

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and Members, Board of County Commissioners
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Responsible Wages:

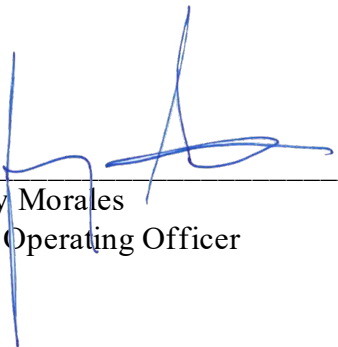
Davis Bacon Wages
Type: Highway

**Contract Manager Name
Phone/Email:**

Sylvia Novela, Division Director III
Office: (305) 876-7048 Cell: (786) 769-1580
snovela@flymia.com

**Project Manager Name
Phone/Email:**

Miguel Riera, Engineer 3
Office: (305) 876-0596
MRiera@flyMIA.com



Jimmy Morales
Chief Operating Officer

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and Members, Board of County Commissioners
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Signature Page
MDAD Construction Contract No: X009A
OHLA USA, INC.

RL **BUDGET
APPROVAL
FUNDS
AVAILABLE:**



David C. Cloffelter
DIRECTOR OMB

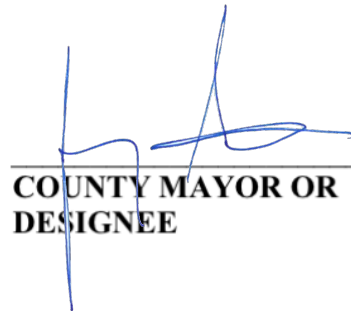
**OFFICE OF MANAGEMENT DATE
AND BUDGET (OMB)
DIRECTOR**

**APPROVED AS
TO LEGAL
SUFFICIENCY:**



COUNTY ATTORNEY

5-2-23
DATE



**COUNTY MAYOR OR
DESIGNEE**

5-10-23

DATE

**CLERK
DATE**

DATE

Exhibit A

FY 2022 - 23 Proposed Budget and Multi-Year Capital Plan

CAPITAL BUDGET SUMMARY

(dollars in thousands)	PRIOR	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FUTURE	TOTAL
Revenue									
Aviation 2016 Commercial Paper	170,000	0	0	0	0	0	0	0	170,000
Aviation 2021 Commercial Paper	130,387	69,615	0	0	0	0	0	0	200,002
Aviation Operating Funds	2,061	0	0	0	0	0	0	0	2,061
Aviation Passenger Facility Charge	45,118	26,988	23,397	24,106	15,936	0	0	0	135,545
Aviation Revenue Bonds	212,646	33,186	98	0	0	0	0	0	245,930
Claims Construction Fund	1,428	3,389	3,677	0	0	0	0	0	8,494
Double-Barreled GO Bonds	20,000	0	0	0	0	0	0	0	20,000
FDOT Funds	88,792	24,308	10,385	12,189	15,054	1,818	2,493	17,281	172,320
Federal Aviation Administration	95,530	18,424	16,394	17,886	36,366	18,568	0	0	203,168
Future Financing	0	173,516	489,466	184,469	248,369	302,259	474,638	2,852,562	4,725,279
Improvement Fund	11,661	32,089	819	120	169	557	381	1,435	47,231
Reserve Maintenance Fund	107,467	97,733	27,399	26,400	26,400	25,000	25,000	0	335,399
Transportation Security Administration Funds	106,749	673	0	0	0	0	0	0	107,422
Total:	991,839	479,921	571,635	265,170	342,294	348,202	502,512	2,871,278	6,372,851
Expenditures									
Strategic Area: ED									
Facility Expansion	60,051	79,129	91,191	20,763	38,529	89,857	167,414	131,845	678,779
Facility Improvements	931,788	400,792	480,444	244,407	303,765	258,345	335,098	2,739,433	5,694,072
Total:	991,839	479,921	571,635	265,170	342,294	348,202	502,512	2,871,278	6,372,851

FUNDED CAPITAL PROGRAMS

(dollars in thousands)

GENERAL AVIATION AIRPORTS SUBPROGRAM

PROGRAM #: 2000001049



DESCRIPTION: Rehabilitate Runway 9-27 and construct run-up pad at Miami - Opa-Locka Airport; upgrade security at Miami - Homestead General Aviation Airport; construct runway incursion mitigation option 2 - Phase 1, expand south apron for a new taxi lane, construct a new 130-foot high Air traffic Control Tower and construct runway incursion mitigation hot spot 1 with Taxiway H - west extension to Threshold 9R at Miami Executive Airport

LOCATION: General Aviation Airports
Various Sites

District Located: 1,11
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	FUTURE	TOTAL
Aviation 2016 Commercial Paper	140	0	0	0	0	0	0	0	140
Aviation Revenue Bonds	2,884	393	0	0	0	0	0	0	3,277
FDOT Funds	6,918	3,204	1,995	205	294	635	0	0	13,251
Federal Aviation Administration	9,612	1,098	12,202	11,950	5,103	6,935	0	0	46,900
Future Financing	0	5,190	4,510	5,061	273	4,199	11,210	27,055	57,498
TOTAL REVENUES:	19,554	9,885	18,707	17,216	5,670	11,769	11,210	27,055	121,066
EXPENDITURE SCHEDULE:	PRIOR	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	FUTURE	TOTAL
Construction	16,908	9,495	17,822	16,173	4,847	11,531	10,718	25,365	112,859
Planning and Design	2,646	390	885	1,043	823	238	492	1,690	8,207
TOTAL EXPENDITURES:	19,554	9,885	18,707	17,216	5,670	11,769	11,210	27,055	121,066

Exhibit B

Memorandum



DATE: April 10, 2023

TO: Sylvia Novela, Strategic Procurement Director
Miami Dade Aviation Department

FROM: Gary Hartfield, Division Director
Internal Services Department
Small Business Development

SUBJECT: Compliance Review
Project # X009A
Miami-Opa Locka Executive Airport (OPF) Runway 09L-27-R Rehabilitation.

A handwritten signature in blue ink, appearing to be "G. Hartfield", written over the "FROM:" field of the memorandum.

Small Business Development (SBD), a Division of the Internal Services Department, has completed its review pursuant to requirements of Federal Regulations 49 CFR Part 26. The contract measure established for this project is a 7.11% Disadvantaged Business Enterprise (DBE) participation goal.

Miami-Dade Aviation Department (MDAD) submitted contract's DBE documents for the firm listed below acknowledging the commitment to comply with the project's DBE measure. The following are their pre-award compliance status and summary.

<u>FIRM</u>	<u>STATUS</u>
1. General Asphalt Co., LLC	Compliant
2. OHLA USA, Inc.	Compliant

SUMMARY:

General Asphalt Co., LLC., a non-certified DBE firm, submitted a DBE Utilization Form, Schedule of Participation (SOP), and Letter of Intent (LOI) Affidavit, committing to utilize the following certified DBE firms to meet the 7.11% DBE goal: Caribbean Technical Services, Inc. to supply electrical material for conduits, wires and airfield lighting equipment at 2.52%, Retranca Equipment and Trucking Corp. to provide hauling services for asphalt supply at 1.59%, Road Runner Striping Technologies, Inc. to perform pavement markings work at 1.42%, and Chin Diesel, Inc. to provide hauling services at 1.59% for a total of 7.12% DBE participation. The DBE Utilization Form was signed by the prime and sub-contractors confirming their commitment to achieve the overall 7.11% DBE goal.

General Asphalt Co., LLC., has satisfied the contract's 7.11% DBE goal and is in compliance with the overall DBE measure established for this contract.

OHLA USA, Inc., a non-certified DBE firm, submitted a DBE Utilization Form, Schedule of Participation (SOP), and Letter of Intent (LOI) Affidavit, committing to utilize the following certified DBE firms to meet the 7.11% DBE goal: Cherokee Enterprises, Inc. to provide fueling and environmental remediation services at 5.38%, Unlimited Turf, LLC. to provide sod and/or seed installation work at 0.46%, and Caribbean Technical Services, Inc. to supply electrical material for conduits, wires and airfield lighting equipment at 1.36% for a total of 7.20% DBE participation. The DBE Utilization Form was signed by the prime and sub-contractors confirming their commitment to achieve the overall 7.11% DBE goal.

OHLA USA, Inc. has satisfied the contract's 7.11% DBE goal and is in compliance with the overall DBE measure established for this contract.

SBD has verified that none of the aforementioned firms is listed on the ***Compliance Report of Open and Closed Small Business, Wage and/or Workforce Violations in the last three (3) years with an open violation.***

Please be reminded that SBD's review is specific to the DBE Program. The Department of Aviation is responsible for any other issues that may exist. Should you have any questions or need any additional information, please do not hesitate to contact Leonardo Mane, Compliance Officer 2, at (305) 375-3167.

c: Laurie Johnson, SBD
Claudia Portocarrero, MDAD

Exhibit C

April 13, 2023

Mr. Miguel J. Riera, P.E.,
Engineer 3
Miami-Dade Aviation Department
P.O. Box 025504
Miami, FL 33102-5504

SO#08-02

RE: **Miami-OpaLocka Executive Airport (OPF)
Runway 09L-27R Rehabilitation
Project No. X009A - Miami-Dade Aviation Department
Bid Evaluation, Analysis and Initial Recommendation for Award
AIP Project No. 3-12-0047-019-2021
Our PSA: E16-MDAD-03, Service Order #08**

Dear Mr. Riera

ATKINS has reviewed and evaluated the tabulation bid submitted by MDAD Procurements & Materials Management Division on April 12, 2023. The evaluation and analysis of the bids received on Friday, April 7, 2023, finds that the bid submitted by OHLA USA, Inc. (**OHLA**) in the amount of **\$30,291,655.04** is the lowest qualified, responsive, and responsible bid. The Engineer's Estimate represents a cost of approximately 0.5% and 14% below the low and high bid amounts. The recommendation by ATKINS is to award the contract to OHLA.

The table below summarizes the bids received and the Engineer' Estimate of Probable Construction Cost incorporating adjustments made through addenda. Only two (2) bidders submitted for this solicitation: General Asphalt Company, LLC and OHLA USA, Inc. A total of one (1) Addendum was issued during the bidding process (Add #1 issued March 28, 2023). The "Bid Form Total" column represents the amounts verified by ATKINS by multiplying the bid quantity for each item by the corresponding unit price provided by the Bidders.

BIDDER	BID FORM TOTAL	REMARKS
General Asphalt Company, LLC.	\$34,404,892.44	14% Higher
OHLA USA, Inc.	\$30,291,655.04	Low Bidder
Engineer's Estimate	\$30,117,141.84	1% Lower

Refer to the attached Bid Tabulation Analysis Table for full bid item unit prices and totals as submitted by each bidder, including the verification calculations conducted by ATKINS. Based on today's market we are seeing cost fluctuations between (+)15.87% and (-)0.51%. Monthly trend indicators are showing a slight increase on bid prices for most project types. Taking into consideration these trends, the variance depicted on the bids submitted by General Asphalt Company, LLC and OHLA USA, Inc., versus the cost estimate prepared by ATKINS can be considered within the statistical range.

Should you have any questions, or if further information is required, please do not hesitate to call us.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Carlos J. Arboleda', with a stylized flourish at the end.

Carlos J. Arboleda, PE
Vice President, Project Director

Attachments

Exhibit D

Evaluation Date Start: End:



Capital Improvements Information System
Contractor Evaluations Report (All Contracts)

<u>Dept</u>	<u>Contract</u>	<u>Type</u>	<u>Contractor / Architect Name</u>	<u>Date</u>	<u>Rater</u>	<u>Period</u>	<u>Rate</u>
MT	CIP155-DTPW19-DB WO: 1	DES	OHL USA, INC.	2/25/2022	Rakeshpal Gill	Interim	3.0

Evaluation Count: 1 Contractors: 1 Average Evaluation: 3.0

Exhibit E

Vendor Profile: Contract Assignments

General	Public Profile	Users	Commodity Codes	Contacts & Owners	Comments	Certifications	Contracts	Concessions	Site Visits
Workforce Comp/EEO	EDP Registrations	Docs	Reports						

OHLA USA, Inc.

System Vendor Number: **20340243**[Mark As Favorite](#)[View Summary](#)To **resort** click on column title. To **filter** click on the drop down menu.[Refresh Table](#) [Reset Filters](#) [Download](#)

Assignment Type	Status	Contract Number & Title	Prime Contractor	Assigned Contacts	Dates	Current Value	Paid To Date
All ▼	All ▼	All ▼		All ▼			
Prime	Open	CIP155-DTPW19-DB: DESIGN & BUILD-SOUTH CORRIDOR RAPID TRWY		Negin Haghnazari	9/30/2020 - 12/9/2022	\$256,775,065	\$187,704,645

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Exhibit F



Small Business Development Division

Project Worksheet

Project/Contract Title: **Miam-Opa Locka Executive Airport (OPF) Runway 09L-27-R Rehabilitation** Received Date: **10/24/2022**

Project/Contract No: **X009A** Funding Source: **FDOT/FAA**

Department: **Aviation**

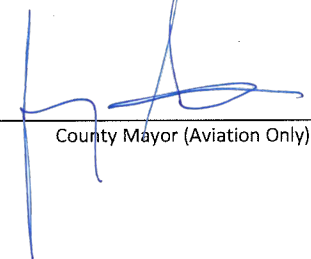
Estimated Cost of Project/Bid: **\$30,099,157.00**

Description of Project/Bid: **The project consists of pavement rehabilitation for Runway 09L-27R, sections of parallel to Taxiway N, sections of perpendicular to Taxiways, J, G, F, C, H and E, removal of the existing rigid pavement located at both thresholds, connectors N1 and N8, sections of Taxiway N (approx. 500 linear feet) and replacing it with the flexible pavement; milling and overlaying Runway 09L-27R as well as taxiways H and E, J,G,F and C at the entrance to Runway 09L-27R connectors. The project includes grooving and grading improvements, new grade elevation adjustment, runway edge lights replacement or adjustment, and replacing the base cans, conduits and cables, as required and new pavement markings. A new Precision Approach Path Indicator (PAPI) will replace the existing Visual Approach Slope Indicator (VASI) (V4L) system on the runway and new pavement markings.**

Contract Measures Recommendation		
Measure	Program	Goal Percent
Goal	DBE	7.11%
Reasons for Recommendation		
SBD reviewed this project pursuant to Federal Regulation 49 CFR, Part 26 for project number X009A. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications and funding source. A 7.11% DBE Construction Goal is appropriate in the following areas: Safety, Security and Traffic Control at 1.32%, Temporary Air and Water Pollution, Soil Erosion at 0.23%, Surface Crack Preparation and Sealant at 1.63%, Clearing and Grubbing at 0.74%, Embankment at 0.23%, Joint Sealing Filler, Self Leveling at 0.03%, Marking Removal at 0.01%, and Pavement Marking Reflective at 1.6%, Sodding (grade to Drain) at 1.32%.		
Davis Bacon Wages is applicable.		
CWP is not applicable.		
Small Business Contract Measure Recommendation		
Subtrade	Category	
MOT	DBE	
General Engineering	DBE	

Living Wages: YES ☐ NO ☒ Highway: YES ☐ NO ☒ Heavy Construction: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒ Building: YES ☐ NO ☒



County Mayor (Aviation Only)

11/28/22

Date

Exhibit G

CONTRACT SUMMARY

THIS CONTRACT made and entered into as of the _____ day of _____ 20 _____, by and between Miami-Dade County, Florida, by its Board of County Commissioners, hereinafter called the Owner and

hereinafter called the Contractor:

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the County, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the Work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Technical Specifications and other Contract Documents, which are hereby incorporated by reference, for;

PROJECT TITLE: Miami-Opa Locka Executive Airport (OPF) Runway 09L-27R Rehabilitation

BID NO: X009A

CONTRACT TIME: Completion of the Work within the Contract Time is of the essence. The Contract Time for this Work is 450 calendar days from the effective date established in the Notice To Proceed.

INDEMNITY: The value of the indemnity hereunder shall not exceed \$1,000,000

LIQUIDATED DAMAGES: Construction phase durations have been established for this contract and are available in the Construction plans/drawings prepared by ATKINS, sheet G400. The following Liquidated Damages for Phase 1 and Phase 2 will be deducted from the Contract amount for each calendar day/hour of delay due to a Non-Excusable Delay. Measurement shall be per day or part thereof, and hour or part thereof.

Phase 1 – Runway 9L/27R and Taxiways N1, N8, N (east), J, H, G, F, E and C Rehabilitation – 200 days: \$1,345 per hour of delay in opening the Runway.

Phase 2 – Taxiway N (west) Rehabilitation – 100 days: \$6,800 per day of delay in opening Taxiway N (west).

LIQUIDATED INDIRECT COSTS: Liquidated Indirect Costs recoverable by the Contractor, shall be \$4,400 per day for each day the project is delayed up to 180 days due to a Compensable Excusable Delay. After 180 days, the recoverable Liquidated Indirect Costs by the Contractor, resulting from a Compensable Excusable Delay, shall be \$4,400 per day.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned Work, and to defend, indemnify and save harmless the County and all its officers, employees and agents against and from all suits and costs of every kind and description, and from all damages to which the said County or any of its officers, agents and employees may be put, by reason of injury or death to persons or injury to property of others resulting from the performance of said Work, or through the negligence of the Contractor, its officers, agents or employees or through any improper or defective machinery, implements or appliances used by the Contractor, its officers, agents or employees in the aforesaid Work, or through any act or omission on the part of the Contractor, or its officers, agents or employees.

In consideration of these premises, the County hereby agrees to pay to the Contractor for the said Work, when fully completed, the total maximum sum of Thirty Million Two Hundred and Ninety One Thousand Six Hundred and Fifty Five Dollars and Four Cents Dollars (\$30, 291,655.04), consisting of the following accepted items or schedules of Work as taken from the Bid Form:

Total Price Items\$ 27,469,919.23

Contingency Allowance Account\$ 2,746,919.52

Inspector General Audit Account\$ 75,540.29

TOTAL MAXIMUM CONTRACT AMOUNT\$ 30,291,655.04

The total maximum Contract amount is subject to such additions and deductions as may be provided for in the Contract Documents. Partial and Final Payments will be made as provided for in the Contract Documents.

Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or County Mayor's designee's may exercise the provisions of Section 2-285.2 (4) (d) and (e) of the Code of Miami-Dade County. Individual change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-285.2 (6), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the County Mayor or the County Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with the Article 13 of the General Conditions.

Continue to next page.

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA,

By: _____
Mayor or designee

(MIAMI-DADE COUNTY SEAL)

Approved for Form and Legal Sufficiency

(Assistant County Attorney)

ATTEST: Luis G. Montaldo, Intern AD Clerk

By: _____
Intern AD Clerk

CONTRACTOR (If Corporation)

OHLA USA, INC.
(Corporate Name)

By: _____
Daniel Ruiz Andujar-President

Attest: _____
Assistant Secretary

CONTRACTOR (if Partnership or Corporate Joint Venture)

(A) PARTNERSHIP OR CORPORATE
JOINT VENTURER:

(Corporate Name)

By: _____
President

Attest _____
Secretary

(B) PARTNERSHIP OR CORPORATE
JOINT VENTURER:

(Corporate Name)

By: _____
President

Attest _____
Secretary

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

NAME OF MANAGING JOINT VENTURER:

By _____
Signature of Authorized Representative of Joint Venture

Witnesses as to Above

(CORPORATE SEAL)

BID SUBMITTAL DATA

BID OPENING DATE: **Friday, March 31, 2023 at 2:00 P.M.**

Miami-Opa Locka Executive Airport (OPF) Runway 09L-27R Rehabilitation

SUBMITTED TO:

Miami-Dade Aviation Department
Claudia Portocarrero, AV Sr. Procurement Contracting Officer
Procurement & Materials Management Division
4331 N.W. 22nd Street, Building 3040
Miami, Florida 33122

SUBMITTED BY:

Contractor: **OHLA USA, Inc.**
Address: **9675 N.W. 17th Avenue, Suite 108, Miami, FL 33178**

Set Number: 1 of 1

BID FORM

MIAMI-DADE COUNTY, FLORIDA

DATE: 04/07/2023

BIDDER OHLA USA, Inc.

ADDRESS 9675 N.W. 17th Avenue, Suite 108, Miami, FL 33178

646-772-7505

TELEPHONE NO. **EMAIL:** Don.Hickey@ohla-usa.com

PROJECT TITLE: Miami-Opa Locka Executive Airport (OPF) Runway 09L-27R Rehabilitation

BID NUMBER: X009A

THE UNDERSIGNED, AS BIDDER, HEREBY DECLARES THAT:

The only person or persons interested in this Bid as Principal, or Principals, is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that it has examined the Bid Documents and work site and is fully informed in regard to the Work to be performed and accepts all conditions pertaining to the place where the Work is to be done.

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Received 03/28/23

Addendum No. 1 Addendum No. Addendum No. Addendum No.

Addendum No. Addendum No. Addendum No. Addendum No.

Failure to acknowledge addenda shall not relieve such bidder from its obligation under this bid.

THE BIDDER FURTHER AGREES THAT:

BID ACCEPTANCE: If this Bid is accepted, to Contract with Miami-Dade County, Florida, in the form of Contract attached, in strict accordance with the Bid Documents and to furnish the prescribed Performance Bond and Payment Bond for not less than the Total Contract Amount, including the Allowance Account(s), 10% and to furnish the required evidence of the specified insurance, all within the applicable time.

BID GUARANTY: Each Bid must be accompanied by a Bid Guaranty equivalent to five percent (5%) of the Bid Price or in the amount and manner stipulated in the Advertisement for Bids and specified in the Instructions to Bidders. The Bidder shall not withdraw this Bid after bid opening for the Period stipulated as the bid guaranty period in the Advertisement for Bids.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS: The Bidder, when applicable, shall comply with the following Contract Measures. Contract Measures are based on the Contract Amount, exclusive of the amount for the Inspector General audit account.

THE CONTRACT MEASURE(S) APPLICABLE TO THIS PROJECT:

Disadvantaged Business Enterprise – Construction participation goal for this project is: 7.11%

COMMUNITY WORKFORCE PROGRAM (CWP): Not Applicable.

CONTRACT TIME: Completion of the Work within the Contract Time is of the essence. The Contract

Time for this Work is 450 calendar days from the effective date established in the Notice to Proceed.

LIQUIDATED DAMAGES: Construction phase durations have been established for this contract and are available in the Construction Safety and Phasing Plans (CSPP) and Construction plans/drawings prepared by ATKINS. The following Liquidated Damages for Phase 1 and Phase 2 will be deducted from the Contract amount for each calendar day/hour of delay due to a Non-Excusable Delay. Measurement shall be per day or part thereof, and hour or part thereof.

Phase 1 & 2a (Concurrent) – Runway 9L/27R and Taxiways N1, N8, N (east & west), J, H, G, F, E and C Rehabilitation – 200 days: \$1,345 per hour of delay in opening the Runway.

Phase 2b – Taxiways N1 & N (west) Rehabilitation – 40 days: \$1,345 per hour of delay in opening Runway 12-30 and \$6,800 per day of delay in opening Taxiways N1 & N (west).

LIQUIDATED INDIRECT COSTS: Liquidated Indirect Costs recoverable by the Contractor, shall be \$4,400 per day for each day the project is delayed up to 180 days due to a Compensable Excusable Delay. After 180 days, the recoverable Liquidated Indirect Costs by the Contractor, resulting from a Compensable Excusable Delay, shall be \$4,400 per day.

COMPENSATION: To accept as full compensation for all Work required to complete the Contract, the prices named therefore in the following Schedule of Prices Bid:

CONTINUES ON NEXT PAGE

ADDENDUM No. 1

ATTACHMENT 1

Volume 1: Advertised of Bids Schedule of Prices – REVISED

REVISED

SCHEDULE OF PRICES BID
[All Prices shall be in U.S. Dollars]

PROJECT: OPF RUNWAY 9-27 REHABILITATION

BID NO.: X009A

Miami-Dade County will calculate the amount (sum of Items 1 through 69)

Unit Prices shall include fully burdened equipment, labor, material, tools, supplies, supervision, incidentals, engineering, mobilization, profit, design, manufacture, delivery, construction administration, project management, installation, testing, and any other item necessary which is clearly necessary for the completion of the work shall be considered a part of such work although not directly specified or called for. See specifications for Divisions and Schedule of Payment.

1. The total bid amount shall include all items needed to complete the work specified in the Divisions including without limitation all equipment, labor, material, tools, supplies, supervision, incidentals, engineering design manufacture, delivery, construction administration, project management, installation, testing startup, commissioning, permitting, and any other item necessary to fully complete the work pursuant to this solicitation.
2. Any work omitted from this solicitation which are clearly necessary for the completion of this work and is appurtenances shall be considered part of such work although not directly specified or called for in this solicitation.
3. The Manufacturer/Installer shall be responsible for verifying installation locations, methods, and notify MDAD Representative of any conflict or Code violations prior to manufacturing of equipment. Modifications will be coordinated and approved by MDAD. Modifications shall be made at no additional cost or fees.
4. The Manufacturer/Installer's total bid amount shall include all employees out of pocket expenses, including travel, per diem, and miscellaneous costs and fees.

CONTINUES ON NEXT PAGE

REVISED

SCHEDULE OF PRICES BID
[All Prices shall be in U.S. Dollars]

Item #	ADDED Specification Section #	Item Description	Quantity	Unit of Measurement	Unit Price
1	017113-1	MOBILIZATION	1	Lump Sum	\$ 824,075.00
2	015700-1	MAINTENANCE OF AIRCRAFT OPERATING AREA TRAFFIC	1	Lump Sum	\$ 3,100,000.00
3	015713-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	Lump Sum	\$ 1,000,000.00
4	P-101-5.1	FULL-DEPTH CONCRETE PAVEMENT REMOVAL	25,300	Square Yard	\$ 28.04
5	P-101-5.2	FULL-DEPTH CONCRETE AND ASPHALT PAVEMENT REMOVAL	20,200	Square Yard	\$ 29.80
6	P-101-5.3	FULL-DEPTH ASPHALT PAVEMENT REMOVAL	47,800	Square Yard	\$ 5.21
7	P-101-5.4	VARIABLE DEPTH ASPHALT MILLING	141,300	Square Yard	\$ 2.50
8	P-101-5.5	SURFACE CRACK PREPARATION AND SEALANT	99,000	Linear Foot	\$ 1.56
9	P-151-4.1	CLEARING AND GRUBBING	11	Acres	\$ 28,000.00
10	P-152-4.1	EMBANKMENT	2,800	Cubic Yard	\$ 35.84
11	P-154-5.1	12" STABILIZED SUBGRADE	11,800	Square Yard	\$ 1.49
12	P-154-5.2	18" STABILIZED SUBGRADE	38,700	Square Yard	\$ 0.73
13	P-160-1	TEMPORARY STOCKPILING OF SUSPECTED AND ENR (Environmentally Non-Reusable) SOIL WITHOUT BERM / LINING	4,500	Cubic Yard	\$ 4.28
14	P-160-2	TEMPORARY STOCKPILING OF SUSPECTED AND ENR SOIL WITH BERM / LINING	3,500	Cubic Yard	\$ 8.51
15	P-160-3	TRANSPORTATION / DISPOSAL OF NON-HAZARDOUS SOIL	6,450	Ton	\$ 63.21
16	P-160-4	TRANSPORTATION / INCINERATION OF SOIL	4,300	Ton	\$ 50.57
17	P-160-5	TRANSPORTATION / DISPOSAL OF HAZARDOUS SOIL	1,130	Ton	\$ 716.42

REVISED

SCHEDULE OF PRICES BID
[All Prices shall be in U.S. Dollars]

Item #	ADDED Specification Section #	Item Description	Quantity	Unit of Measurement	Unit Price
18	P-160-6	REMOVAL / DISPOSAL OF FFHP (Free-Floating Hydrocarbon Product)	10,000	Gallon	\$ 3.38
19	P-160-7	SKIMMING / TRANSPORTATION / DISPOSAL OF ABSORBANT PADS / BOOMS	20	Each	\$ 421.42
20	P-211-5.1	8" LIME ROCK BASE COURSE	11,100	Square Yard	\$ 15.06
21	P-211-5.2	15" LIME ROCK BASE COURSE	37,100	Square Yard	\$ 24.32
22	P-211-5.3	REWORK EXISTING LIME ROCK BASE COURSE	45,800	Square Yard	\$ 2.21
23	P-211-5.4	VARIABLE THICKNESS LIME ROCK BASE COURSE	3,650	Cubic Yard	\$ 59.24
24	P-401-8.1	ASPHALT SURFACE COURSE	53,950	Ton	\$ 145.00
25	P-603-5.1	EMULSIFIED ASPHALT TACK COAT	37,500	Gallon	\$ 3.77
26	P-605-5.1	JOINT SEALING FILLER, SELF LEVELING	900	Linear Foot	\$ 9.93
27	P-609-5.1	BITUMINOUS SINGLE SURFACE TREATMENT	32,400	Gallon	\$ 10.58
28	P-609-5.2	AGGREGATE SINGLE SURFACE TREATMENT	700	Ton	\$ 314.84
29	P-620-5.1	MARKING REMOVAL	6,900	Square Foot	\$ 3.73
30	P-620-5.2	PAVEMENT MARKING, REFLECTIVE (WHITE)	128,100	Square Foot	\$ 1.17
31	P-620-5.3	PAVEMENT MARKING, REFLECTIVE (YELLOW)	37,600	Square Foot	\$ 1.17
32	P-620-5.4	PAVEMENT MARKING, NON-REFLECTIVE (BLACK)	67,800	Square Foot	\$ 1.60
33	P-620-5.5	PREFORMED THERMOPLASTIC MARKING	4,500	Square Foot	\$ 34.79
34	P-621-5.1	RUNWAY AND TAXIWAY GROOVING	124,600	Square Yard	\$ 2.11

REVISED

SCHEDULE OF PRICES BID
[All Prices shall be in U.S. Dollars]

Item #	ADDED Specification Section #	Item Description	Quantity	Unit of Measurement	Unit Price
35	T-904-5.1	SODDING, 4 INCHES OF TOPSOIL, GRADE TO DRAIN	45,000	Square Yard	\$ 4.37
36	L-100-5.1	ELECTRICAL DEMOLITION, CIRCUIT TRACING, EXISTING CONDITION VERIFICATION, MISC ELECTRICAL PREP	43,000	Linear Foot	\$ 14.84
37	L-108-5.1	No. 8 AWG, 5 KV, L-824 TYPE C CABLE, INSTALLED IN DUCT BANK OR CONDUIT	51,350	Linear Foot	\$ 6.18
38	L-108-5.2	No. 6 AWG, BARE SOLID COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH	26,170	Linear Foot	\$ 4.08
39	L-108-5.3	3/4" X 10' COPPER CLAD STEEL GROUND RODS, INCLUDING GROUND CONNECTORS	78	Each	\$ 432.81
40	L-108-5.4	INTERCEPT EXISTING CIRCUIT CONDUCTORS IN EXISTING BASE CAN/MANHOLE/JUNCTION CAN AND EXTEND CIRCUITS	32	Each	\$ 618.30
41	L-108-5.5	10' ADDITIONAL GROUND ROD SECTIONS	10	Each	\$ 216.40
42	L-110-5.1	1-WAY 2" SCHEDULE 40 PVC (Polyvinyl Chloride), CONCRETE ENCASED W/ ELECTRICAL WARNING TAPE	3,050	Linear Foot	\$ 68.01
43	L-110-5.2	2-WAY 2" SCHEDULE 40 PVC, CONCRETE ENCASED W/ ELECTRICAL WARNING TAPE	23,200	Linear Foot	\$ 92.75
44	L-115-5.1	L-867 12" DIAMETER JUNCTION CAN WITH COVER INSTALLED IN EARTH/NEW SHOULDER PAVEMENT	18	Each	\$ 2,473.21
45	L-125-5.1	L-862(L) LED RUNWAY OR L- 861T(L) TAXIWAY EDGE LIGHT, (DISCONNECT EXISTING FIXTURE, REMOVE AND STORE)	174	Each	\$ 1,545.75
46	L-125-5.2	L-862(L) LED RUNWAY OR L-861T(L) LED TAXIWAY EDGE LIGHT, (INSTALL PREVIOUSLY STORED FIXTURE ONTO NEW BASE CAN - INCLUDES TRANSFORMER, AND SPICE KITS. BASE CAN IS UNDER SEPARATE LINE ITEM)	174	Each	\$ 432.81
47	L-125-5.3	L-862(L) LED RUNWAY EDGE LIGHT, NEW COMPLETE FIXTURE WHICH INCLUDES BASE CAN, TRANSFORMER, SPICE KITS, LIGHT FIXTURE AND INSTALLATION.	10	Each	\$ 3,586.15

REVISED

SCHEDULE OF PRICES BID
[All Prices shall be in U.S. Dollars]

Item #	ADDED Specification Section #	Item Description	Quantity	Unit of Measurement	Unit Price
48	L-125-5.4	L-861T(L) LED TAXIWAY EDGE LIGHT, NEW COMPLETE FIXTURE WHICH INCLUDES BASE CAN, TRANSFORMER, SPLICE KITS, LIGHT FIXTURE AND INSTALLATION.	6	Each	\$ 5,224.64
49	L-125-5.5	L-850D(L) LED INGROUND EDGE/THRESHOLD AIRCRAFT RATED LIGHT NEW FIXTURE WHICH INCLUDES BASE CAN, TRANSFORMER, SPLICE KITS, LIGHT FIXTURE, BASE CAN COVER AND INSTALLATION.	24	Each	\$ 6,986.80
50	L-125-5.6	L-867 12-INCH DIAMETER BASE CAN FOR EDGE LIGHTS WITH COVER, INSTALLED IN EARTH / SHOULDER	177	Each	\$ 2,225.88
51	L-125-5.7	L-868B AIRCRAFT RATED 12-INCH DIAMETER BASE CAN WITH COVER, INSTALLED IN EARTH/NEW SHOULDER PAVEMENT	24	Each	\$ 3,833.46
52	L-125-5.8	L-868D AIRCRAFT RATED 16-INCH DIAMETER BASE CAN WITH COVER AND NEW CONCRETE BASE (FOR RELOCATED SIGNS)	5	Each	\$ 14,839.21
53	L-125-5.9	EXISTING SIGN REMOVED DURING GRADING, STORED, AND RE-INSTALLED	19	Each	\$ 3,091.50
54	L-126-5.1	3'x3' AIRCRAFT RATED HANDHOLE (FAA STANDARDS)	14	Each	\$ 34,006.52
55	L-126-5.2	1W2" DUCTWAY (FAA STANDARDS W/ GUARD WIRE)	300	Linear Foot	\$ 61.83
56	L-126.5.3	RUNWAY 09L EQUIPMENT RACK REPLACEMENT NEAR GLIDE SLOPE BUILDING	1	Lump Sum	\$ 165,457.19
57	L-126.5.4	RUNWAY 27R EQUIPMENT RACK REPLACEMENT NEAR GLIDE SLOPE BUILDING	1	Lump Sum	\$ 165,457.19
58	L-126.5.5	L-867D PULL CAN WITH CONCRETE ENCASEMENT	1	Each	\$ 2,473.21
59	L-127-5.1	MALS (Medium-Intensity Approach Lighting System) 09L THRESHOLD INFRASTRUCTURE	1	Lump Sum	\$ 299,257.41
60	L-127-5.2	MALS 27R THRESHOLD INFRASTRUCTURE	1	Lump Sum	\$ 299,257.41

REVISED

SCHEDULE OF PRICES BID
[All Prices shall be in U.S. Dollars]

Item #	ADDED Specification Section #	Item Description	Quantity	Unit of Measurement	Unit Price
61	L-127-5.3	MALS INSET THRESHOLD LIGHT FIXTURE (FA-23000/5-GREEN)	18	Each	\$ 6,059.34
62	L-127-5.4	MALS 27R REBUILD RACEWAY INSTALLATION	1	Lump Sum	\$ 247,320.18
63	L-127-5.5	MALS 27R REBUILD CABLE INSTALLATION	1	Lump Sum	\$ 204,039.14
64	L-127-5.6	MALS 27R REBUILD RECOMMISSIONING	1	Lump Sum	\$ 17,312.4
65	L-127-5.7	MALS 27R REBUILD RECOMMISSIONING - RDR (Runway Distance Remaining) SIGN REMOVAL	1	Each	\$ 154.58
66	L-127-5.8	MALS 27R REBUILD RECOMMISSIONING - WIND CONE RELOCATION	1	Each	\$ 30,915.02
67	L-128.5.1	PAPI (Precision Approach Path Indicator) 09L INFRASTRUCTURE INCLUDING 4- BOX PAPI UNITS (FAA FURNISHED), AND POWER AND CONTROL ASSEMBLY (FAA FURNISHED)	1	Lump Sum	\$ 451,359.31
68	L-128.5.2	PAPI 27R INFRASTRUCTURE INCLUDING 4-BOX PAPI UNITS (FAA FURNISHED), AND POWER AND CONTROL ASSEMBLY (FAA FURNISHED)	1	Lump Sum	\$ 438,993.30
69	L-129.5.1	DIRECTIONAL DRILL CONDUIT, 1 WAY, 2-INCH HDPE (High Density Polyethylene)	400	Linear Foot	\$ 61.83

NOTE: ALLOWANCE ACCOUNT(S):

Contingency ALLOWANCE ACCOUNT
(Amount in Words)

10% OF TOTAL BID ITEM A
(Amount in Figures)

Inspector General
(Amount in Words)

0.25% OF TOTAL BID ITEM A
(Amount in Figures)

BID SIGNATURE PAGE FOR CORPORATION

Attached is a Bid Bond equivalent to five percent (5%) of the Bid Price on the standard form as provided herein, for the sum of **Five % of the total bid amount** U.S. Dollars, (\$ ↓), in accordance with the Instructions to Bidders. **1,373,459.76**

The execution of this form constitutes the unequivocal offer of Bidder to be bound by the terms of its Bid. Failure to sign this solicitation where indicated below by an authorized representative shall render the Bid non-responsive. The County may, however, in its sole discretion, accept any Bid that includes an executed document which unequivocally binds the Bidder to the terms of its offer.

The Officers of the Corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	Daniel Andujar Ruiz CEO	
Executive Vice President	Donald Hickey	
Secretary	Zoe Davidson	
Treasurer	Martin W. Saitzyk	

STATE OF FLORIDA CERTIFICATE OF CERTIFICATION FOR CORPORATION

Bernardo Perez	CGC1528706
Name of Holder (Qualifier)	(Certificate No.)

MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY FOR CORPORATION

Not Applicable	
Name of Holder (Qualifier)	(Certificate No.)

Post Office Address:

(Corporate Name)

State in which Chartered:
President

Registry with Florida Secretary
of State, if foreign:

Date:

BIDDER: **OHLA USA, Inc.**

BY:

Attest: **Paul Washington**
Assistant /Secretary

(CORPORATE SEAL)

Not Applicable

BID SIGNATURE PAGE FOR PARTNERSHIP OR JOINT VENTURE

Attached is a Bid Bond equivalent to five percent (5%) of the Bid Price on the standard form as provided herein, for the sum of _____ U.S. Dollars, (\$ _____), in accordance with the Instructions to Bidders.

The execution of this form constitutes the unequivocal offer of Bidder to be bound by the terms of its Bid. Failure to sign this solicitation where indicated below by an authorized representative shall render the Bid non-responsive. The County may, however, in its sole discretion, accept any Bid that includes an executed document which unequivocally binds the Bidder to the terms of its offer.

The Partnership or Joint Venture Bidder, _____, consists of the following entities: (attach additional sheets if necessary)

(a) _____, a _____ corporation,
(Corporate Name)

Authorized to do business in the State of Florida

(b) _____, a _____ corporation,
(Corporate Name)

Authorized to do business in the State of Florida

(c) _____, (d) _____
(Name) (Name)

(Partner) (Partner)

The Managing or the General Partner of the Partnership or Joint Venture

_____, who is the _____ of _____
(Name) (Title) (Name of Entity)

STATE OF FLORIDA CERTIFICATE OF CERTIFICATION FOR PARTNERSHIP OR JOINT VENTURE:

Name of Holder (Qualifier) (Certificate Number)

MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY FOR PARTNERSHIP OR JOINT VENTURE:

Name of Holder (Qualifier) (Certificate Number)

Witnesses to Signature
of Partnership or Joint Venture Managing Representative:

BIDDER:

(Name of Joint Venture)

(Managing Representative)

By: _____



**DBE Utilization Form
Forms 1 & 2 Demonstration of Good Faith Efforts**

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

- The bidder/offeror is committed to a minimum of 7.11 % DBE utilization in this Contract.
- The bidder/offeror (if unable to meet the DBE goal of — % is committed to a minimum of — % DBE utilization on this contract and submits documentation demonstrating good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26, Section 26.53 and request for waiver Exhibit D.

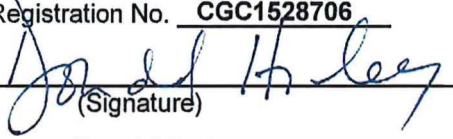
Name of bidder/offeror's firm: OHLA USA, Inc.

Address: 9675 N.W. 117th Avenue, Suite 108

City: Miami State: FL Zip: 33178

Telephone: 646-772-7505

State Registration No. CGC1528706

By:  Title: Executive Vice President
(Signature)

Donald Hickey Date: 04/07/2023
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: Cherokee Enterprises, Inc.

Address: 12981 NW 113th CT

City: Medley State: FL Zip: 33178

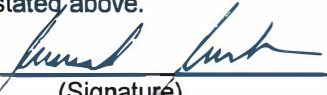
Telephone: 305.828.3353

Description of work to be performed by DBE firm: CEI is a minority-owned DBE firm with a focus on niche services, from fueling to environmental remediation.

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated **percentage** value of this work is 5.38 %.

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent as stated above.

By:  President
(Signature) (Title)

If the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

This form may be duplicated if utilizing multiple DBE firms.

Florida UCP DBE Directory Vendor Profile

As Of: 03/27/2023

Vendor Name: CHEROKEE ENTERPRISES INC

Certification: DBE

Former Name:

Business Description: ENVIRONMENTAL CONSULTING, MITIGATION SERVICES, CLEARING & GRUBBING, EXCAVATING & GRADING

Mailing Address:

12981 NW 113TH CT
MEDLEY, FL 33178-

Physical Address:

12981 NW 113TH CT
MEDLEY FL 33178-

District: 06

County: DADE

Website:

Contact Name: ALEX E SANCHEZ

Phone: (305) 828-3353

Fax: (305) 828-9317

Contact Email: AES@CHEROKEECORP.COM

Current DBE Certification: Certified

Certifying Member: Florida Department of Transportation

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

236220 - Commercial and Institutional Building Construction
237110 - Water and Sewer Line and Related Structures Construction
237120 - Oil and Gas Pipeline and Related Structures Construction

Available Work Counties

Statewide

Available Work Districts

Statewide



DBE Utilization Form
Forms 1 & 2 Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

- The bidder/offeror is committed to a minimum of 7.11 % DBE utilization in this Contract.
- The bidder/offeror (if unable to meet the DBE goal of — % is committed to a minimum of — % DBE utilization on this contract and submits documentation demonstrating good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26, Section 26.53 and request for waiver Exhibit D.

Name of bidder/offeror's firm: OHLA USA, Inc.

Address: 9675 N.W. 117th Avenue, Suite 108

City: Miami State: FL Zip: 33178

Telephone: 646-772-7505

State Registration No. CGC1528706

By: *Donald Hickey* Title: Executive Vice President
 (Signature)

Donald Hickey Date: 04/07/2023
 (Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: Unlimited Turf, LLC

Address: 4901 NW 240th Street

City: Okeechobee State: FL Zip: 34972

Telephone: 863-357-5700

Description of work to be performed by DBE firm: Install sod and/or seed

The bidder/offeror is committed to utilizing the above named DBE firm for the work described above. The estimated **percentage** value of this work is 0.46 %.

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent as stated above.

By: *Glenn Fawcett* Estimator
 (Signature) (Title)

If the bidder/offeror does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

This form may be duplicated if utilizing multiple DBE firms.

Florida UCP DBE Directory Vendor Profile

As Of: 03/27/2023

Vendor Name: UNLIMITED TURF LLC

Certification: DBE

Former Name:

Business Description: DEBRIS REMOVAL

Mailing Address:

850 NW FEDERAL HIGHWAY
STE 170
STUART, FL 34994-

Physical Address:

850 NW FEDERAL HIGHWAY
STE 170
STUART FL 34994-

District: 01

County: OKEECHOBEE

Website:

Contact Name: LAZARO CABALLERO

Phone: (863) 357-5700

Fax: (863) 357-5701

Contact Email: OFFICEMANAGER@UNLIMITEDTURF.COM

Current DBE Certification: Certified

Certifying Member: Florida Department of Transportation

ACDBE Status: N

Statewide Availability: N

Certified NAICS

561730 - Landscaping Services

562119 - Other Waste Collection

Available Work Counties

26-ALACHUA	27-BAKER	28-BRADFORD	70-BREVARD	86-BROWARD	02-CITRUS
71-CLAY	29-COLUMBIA	30-DIXIE	72-DUVAL	73-FLAGLER	31-GILCHRIST
32-HAMILTON	08-HERNANDO	10-HILLSBOROUGH	88-INDIAN RIVER	33-LAFAYETTE	11-LAKE
34-LEVY	35-MADISON	36-MARION	89-MARTIN	87-MIAMI-DADE	90-MONROE
74-NASSAU	75-ORANGE	92-OSCEOLA	93-PALM BEACH	14-PASCO	15-PINELLAS
76-PUTNAM	77-SEMINOLE	78-ST. JOHNS	94-ST. LUCIE	18-SUMTER	37-SUWANNEE
38-TAYLOR	39-UNION	79-VOLUSIA			

Available Work Districts

02, 04, 05, 06, 07



**DBE Utilization Form
Forms 1 & 2 Demonstration of Good Faith Efforts**

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeree has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

- The bidder/offeree is committed to a minimum of 7.11 % DBE utilization in this Contract.
- The bidder/offeree (if unable to meet the DBE goal of — % is committed to a minimum of — % DBE utilization on this contract and submits documentation demonstrating good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26, Section 26.53 and request for waiver Exhibit D.

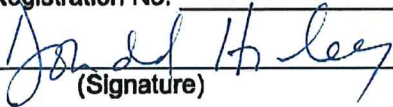
Name of bidder/offeree's firm: OHLA USA, Inc.

Address: 9675 N.W. 117th Avenue, Suite 108

City: Miami State: FL Zip: 33178

Telephone: 646-772-7505

State Registration No. CGC1528706

By:  Title: Executive Vice President
(Signature)

Donald Hickey Date: 04/07/2023
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: Caribbean Technical Services, Inc.

Address: 14900 SW 30 Street, Unit 277751

City: Miramar State: Florida Zip: 33027-7213

Telephone: 954-495-8124

Description of work to be performed by DBE firm: Electrical material supplier for conduits, wires and airfield lighting equipment.

The bidder/offeree is committed to utilizing the above named DBE firm for the work described above. The estimated **percentage** value of this work is 1.36 %.

AFFIRMATION:

The above named DBE firm affirms that it will perform the portion of the contract for the estimated percent as stated above.

By:  President
(Signature) (Title)

If the bidder/offeree does not receive award of the contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

This form may be duplicated if utilizing multiple DBE firms.

**Florida UCP DBE Directory
Vendor Profile**

As Of: 04/06/2023

Vendor Name: CARIBBEAN TECHNICAL SERVICES INC

Certification: DBE/MBE

Former Name:

Business Description: ELECTRICAL ENGINEERING PROJECT MANAGEMENT ELECTRICAL ESTIMATING

Mailing Address:

14900 SW 30 STREET

#277751

MIRAMAR, FL 33027-

Physical Address:

14900 SW 30 STREET

#277751

MIRAMAR FL 33027-

District:

County:

Website:

Contact Name: EDWIN ROSARIO

Phone:

Fax:

Contact Email:

Current DBE Certification: Certified Certifying Member: Broward County Office of Economic and Small Business Development

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

221114 - Solar Electric Power Generation

238210 - Electrical Contractors and Other Wiring Installation Contractors

238990 - All Other Specialty Trade Contractors

425120 - Wholesale Trade Agents and Brokers

444180 - Other Building Material Dealers

541330 - Engineering Services

Available Work Counties

Statewide

Available Work Districts

Statewide



**MIAMI-DADE AVIATION DEPARTMENT (MDAD)
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
CONTRACT PARTICIPATION FORM**

Check One: Original ☒ Revised ☐ Date: 04/07/2023 Contract No.: X009A
 Name of Offeror: OHLA USA, Inc. Project Name: Miami-Opa Locka (OPF) Executive Airport Runway 09L-27R Rehabilitation
 Original Percent Contracted DBE Participation: 7.11 %

The Offeror shall submit the Contract Participation Form to the Contracting Officer with the offer. Please attach additional sheets if needed.

EX	LIST ALL FIRST TIER DBE FIRMS PARTICIPATING IN THIS CONTRACT Identify whether firms are S, B, H, SP, MF (see in next column).	TYPE OF FIRM *	FEDERAL TAX ID (also known as Employer Identification Number) nine digit number.	ADDRESS (Number, Street, City, State, Zip)	DESCRIBE TYPE OF WORK (Electrical, Paving, etc. with notation e.g. "Labor Only", "Material Only", "Complete") Item Number if Applicable, Quantity, Unit Price	DBE Participation Percent
	SAMPLE: Six Sigma Electrical Company	S	44-9999999	4200 N.W. 36th Street, Miami, FL 33102	Furnish and install electrical work	%
1	Cherokee Enterprises Inc.	S	65-0891158	12981 NW 113 CT Medley FL	Environmental Disposal	5.38 %
2	Unlimited Turf LLC	S	46-1807031	4901 NW 240 ST Okeechobee FL	Sod	0.46 %
3	Caribbean Tech Services Inc.	SP	56-2465124	14900 SW 30 ST Unit 277751	Electrical materials	1.36 %
4						
5						
6						
7						
8						
9						
10						
					TOTAL OFFERED PERCENT:	<u>7.20 %</u>

I, Donald Hickey, a duly authorized representative of OHLA USA, Inc., certify that the above information is true and correct.
 (type or print name) (name of firm)

Signature: Donald Hickey Date: 04/07/2023

TYPE OF FIRM *

S = Subcontractor, B = Broker, Agent, Packager H = Hauler, SP = Stocking Supplier/Distributor, MFG = Manufacturer (for statistical purposes and program analysis.)



BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: X009A Date: 04/07/2023

In accordance with 49 CFR Part 26.11(c) the Prime Bidder shall complete and submit this form with the Bid. The form shall include the information requested for the Prime Bidder and for all subcontractors quoting on the Project.

Name of Bidder or Subcontractor	Address	DBE Status (Check applicable Box)	Age of firm	Type(s) of Work	Annual Gross Receipts (Check applicable Box)
Acme Barricades LC	4601 Oakes Road Davie, FL 33314	☐ DBE ☒ non-DBE	25 years	Maintenance of Traffic	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above
Agricultural Land Services, Inc.	12265 State Raad 7 Boyton Beach, FL 33473	☐ DBE ☒ non-DBE	43 years	Sod	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☐ \$5 Million and above
Bob's Barricades Inc.	921 Shotgun Rd Sunrise, FL 33326	☐ DBE ☒ non-DBE	48 years	Maintenance of Traffic	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above

- Attach additional sheets as necessary



BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: X009A Date: 04/07/2023

In accordance with 49 CFR Part 26.11(c) the Prime Bidder shall complete and submit this form with the Bid. The form shall include the information requested for the Prime Bidder and for all subcontractors quoting on the Project.

Name of Bidder or Subcontractor	Address	DBE Status (Check applicable Box)	Age of firm	Type(s) of Work	Annual Gross Receipts (Check applicable Box)
Cardinal/ International Grooving & Grinding, LLC	P.O. Box 450 Conshohocken . PA . 19428	☐ DBE ☒ non-DBE	14 years	Grooving	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☐ \$5 Million and above
Cherokee Enterprises Inc.	12981 NW 113th Court Medley, FL 33178	☒ DBE ☐ non-DBE	24 years	Disposal of Contaminated Material	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above
Hasco Inc.	209 E Bessemer Ave Greensboro, NC 27401	☐ DBE ☒ non-DBE	34 years	Pavement Markings	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above

- Attach additional sheets as necessary



BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: X009A Date: 04/07/2023

In accordance with 49 CFR Part 26.11(c) the Prime Bidder shall complete and submit this form with the Bid. The form shall include the information requested for the Prime Bidder and for all subcontractors quoting on the Project.

Name of Bidder or Subcontractor	Address	DBE Status (Check applicable Box)	Age of firm	Type(s) of Work	Annual Gross Receipts (Check applicable Box)
Hi-Lite Airfield Services, LLC	20128 NYS Route 12F, Watertown, NY 13601	☐ DBE ☒ non-DBE	32 years	Pavement Markings	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above
Penhall Company	7501 Esters Blvd, Ste 150, Irving TX 75063	☐ DBE ☒ non-DBE	66 years	Grooving	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above
Roberts Traffic Marking	2210 Hayes Street Hollywood, FL 33020	☒ DBE ☐ non-DBE	29 years	Pavement Markings	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☒ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☐ \$5 Million and above

- Attach additional sheets as necessary



BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: X009A Date: 04/07/2023

In accordance with 49 CFR Part 26.11(c) the Prime Bidder shall complete and submit this form with the Bid. The form shall include the information requested for the Prime Bidder and for all subcontractors quoting on the Project.

Name of Bidder or Subcontractor	Address	DBE Status (Check applicable Box)	Age of firm	Type(s) of Work	Annual Gross Receipts (Check applicable Box)
Universal Engineering Sciences (UES)	8050 NE 77th Court Medley, FL 33166	☐ DBE ☒ non-DBE	57 years	Quality Control	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☐ \$5 Million and above
Unlimited Turf, LLC	4901 NW 240th Street Okeechobee, FL 34972	☒ DBE ☐ non-DBE	10 Years	Sod	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above
Hypower	5913 NW 31st Avenue Fort Lauderdale, FL 33309	☐ DBE ☒ non-DBE	31 years	Electrical	☐ Less than \$500,000 ☐ \$500,000 - \$1 Million ☐ \$1 Million - \$2 Million ☐ \$2 Million - \$5 Million ☒ \$5 Million and above

- Attach additional sheets as necessary

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT: Miami-Opa Locka Executive Airport (OPF) Runway 09L-27R Rehabilitation

BID NO.: X009A

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

Before me the undersigned authority appeared Donald Hickey (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:
That he/she is the duly authorized representative of

OHLA USA, Inc

(Name of Entity)

9675 N.W. 117th Avenue, Suite 108, Miami, FL 33178

(Address of Entity)

9 / 8 - 0 / 4 / 6 / 1 / 2 / 2 / 2
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Executive Vice President

(Sole Proprietor) (Partner) (President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

AFFIDAVIT No. 1
PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

AFFIDAVIT No. 1
PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

 X Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

 The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of Management Services.]**

AFFIDAVIT No. 2
CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

 X has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

 has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

AFFIDAVIT No. 3
BIDDER'S AFFIDAVIT IN COMPLIANCE WITH
FLORIDA TRENCH SAFETY ACT (SECTION 553.60-553.64, FLORIDA STATUTES)

1. By submission of his bid and subsequent execution of this Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his control (by his own forces or by his Subcontractors) shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 29 C.F.R., s. 1926, 650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
2. The undersigned Bidder certifies that as successful Bidder (Contractor) he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
3. The Bidder acknowledges that included in the various items listed in the Schedule of Prices Bid and in the Total Amount Bid are costs for complying with the Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes). The bidder further identifies the costs to be summarized below*:

Item	Trench Safety Measure (Description)	Units of Measure (LF, SY, etc.)	Unit Quantity	Unit Cost	Extended Cost
A.	Trench Box	LS	1	\$5,000.00	\$ 5,000.00
B.					\$
C.					\$
D.					\$
E.					\$

AFFIDAVIT No. 4
TRADE RESTRICTION CLAUSE

Pursuant to 49 CFR, Part 30.13, FAA Order 5100.38, the Entity, by submission of a bid an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

OHLA USA, Inc.

_____The Entity affirms under oath that the Entity will comply with requirements of 49 CFR, Part 30.13, FAA Order 5100.38

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

Donald Hickey
(Signature of Authorized Representative)

Title Donald Hickey

Date 04/07/2023

STATE OF: Florida

COUNTY OF: Miami-Dade

The above affidavits were acknowledged before me this 7 day of April, 2023

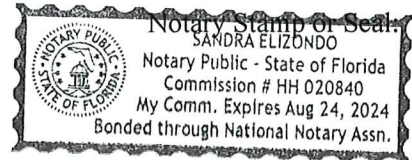
By Donald Hickey,
(Authorized Representative) / **Donald Hickey**

Of OHLA USA, Inc.
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Sandra Elizondo
(Signature of Notary)

Sandra Elizondo
(Print Name)



Notary Commission Number: HH 020840

My Commission Expires: August 24, 2024

BUY AMERICAN CERTIFICATE

(Pursuant to The Aviation Safety and Capacity Expansion Act of 1990 [49 U.S.C. 50101])

By submitting a bid under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid, the offeror certifies that steel and each manufactured product, are produced in the United States, as defined in the Instruction To Bidders, Section 19, BUY AMERICAN PREFERENCES, and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Product	Country of Origin
Not Applicable	Not Applicable

Offerors may obtain from the Owner a listing of articles, materials and supplies excepted from this provision.

BID BOND

State of _____ County of _____
We, OHLA Building, Inc. , 9675 NW 117th Avenue, Suite 108, Miami, FL 33178 as **Principal**
and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116 as **Surety**, are held and
firmly bound unto Miami-Dade County, Florida hereinafter called the County, in the **Penal sum of**
Five Percent Of The Total Amount Bid **Dollars** (\$ ^{5% of The Total} Amount Bid)¹ lawful money of the
United States, 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 Principal has submitted
the attached Bid, **dated** March 24, 2023, for

PROJECT NAME: Miami-Opa Locka Executive Airport (OPF) Runway 09L-27R Rehabilitation

PROJECT: X009A

BID NO.: X009A

The Principal shall at time of bid opening furnish all documents and information required by the Contract Documents, and shall not withdraw said Bid within the time stipulated in the advertisement for bids and shall within the time stipulated in the Instructions to Bidders execute and deliver to the County, the Contract Summary, Performance Bond, Payment Bond, and satisfactory evidence of all required Insurance. The Principal shall give a Performance and Payment Bond with good and sufficient surety, as required by the Contract Documents, 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. Having met these obligations shall render this Bond void and of no effect; or in the event of withdrawal of said Bid within the period specified, or in the event of the failure to comply with the Contract Documents, or in the event of failure to enter into such Contract and give such Bonds and evidence of insurance within the time specified, if the Principal shall pay the County the difference between the amounts specified in said Bid and the amount for which the 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.

The above parties have caused this Bond to be executed by their appropriate officials as of the 24 day of March, 2023.

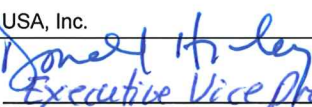

Paul Washington
Witness

Witness

Witness

CORPORATION

OHLA USA, Inc.

By: 
Title: Executive Vice President

PARTNERSHIP OR JOINT VENTURE *

By: _____
Title: _____

By: _____
Title: _____

BID BOND (Cont'd)

* Note: All Partners or Joint Venture Members shall sign and submit documentation proving their authority to sign on behalf of the Partnership or Joint Venture.

(Corporate Seal)

**COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:**

Michael Marino, Resident Agent #P235622

SURETY:

Liberty Mutual Insurance Company

By: Attorney-in-Fact Krystal L. Stravato, Attorney-in-Fact

*(A copy of Agent's current Identification Card as issued by State of Florida
Insurance Commissioner must be attached.)*

(THIS FORM MUST BE SUBMITTED IN DUPLICATE - ONE ORIGINAL AND ONE COPY)

¹ Bid Bond equivalent to five percent (5%) of the Bid Price

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MICHAEL MARINO

License Number : P235622

Resident Insurance License

• 0220 - GENERAL LINES (PROP & CAS)

Issue Date

07/09/2010

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>.



Jeff Atwater
Chief Financial Officer
State of Florida

Florida ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

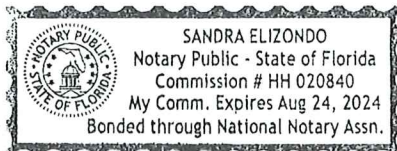
STATE OF Miami-Dade

COUNTY OF Miami-Dade

ON THE 31st DAY OF March, 2023 BEFORE ME PERSONALLY APPEARED

Donald Hickey TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE Executive Vice President OF OHLA USA, Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Sandra Elizondo
Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 24th DAY OF March, 2023 BEFORE ME PERSONALLY APPEARED Krystal L. Stravato TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Liberty Mutual Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Ursula Jakubiak
Notary Public

Ursula Jakubiak
A Notary Public of New Jersey
My Commission Expires March 8, 2026



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207604-985316**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward Reilly; Jaclyn Thomas; Kevin T. Walsh, Jr.; Krystal L. Stravato; Marisol Mojica; Michael Marino; Thomas MacDonald

all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of April, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of March, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums.....	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve.....	197,278,000
Agents' Balances or Uncollected Premiums.....	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	166,740,412	Other Liabilities.....	9,206,000,954
Other Admitted Assets	15,968,062,977	Total.....	\$47,860,270,390
Total Admitted Assets	<u>\$69,850,735,943</u>	Special Surplus Funds	\$195,696,103
		Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

TAMIKOLAJEWSKI

Assistant Secretary

INSURANCE REQUIREMENTS

Please insert the following documents:

- List of both automobile and personal liability coverage currently in force
- Copy of a Certificate of Insurance verifying above coverage (auto & personal liability)
- Statement of premium cost issued by the agent or insurance carrier for the coverage
- Third Party Coverage - Statement from the agent/carrier reflecting additional premium cost for listing the County (Owner) as additional insured



April 6, 2023

OHLA USA, Inc.
9675 NW 117th Ave., Ste.# 108
Miami, FL 33178
Attn: Thomas Advocat

RE: Contract # X009A; Miami-Dade County (Owner)
Estimated Cost for Bid Purposes; Basis: Contract Value (CV) 25M, Payroll \$1,305,000

Dear Mr. Advocat:

In connection with the referenced project, please be advised the following represents OHLA USA's current (12/31/22 – 12/31/23) insurance rates:

Coverage	Rate	Basis	Premium
General Liability			
Fixed Cost Premium	4.554	per \$1,000 of CV	\$113,850
Surcharge	0.060	per \$1,000 of CV	\$1,490
Loss Pick	7.22	per \$1,000 of CV	\$180,563
General Liability Total			\$295,903
Auto			
Fixed Cost Premium	3.2915	per \$1,000 of CV	\$82,286
Loss Pick	4.9794	per \$1,000 of CV	\$124,484
Auto Total			\$206,770
Workers Compensation			
Fixed Cost Premium	1.3125	per \$100 Payroll	\$17,128
Premium (Other)	0.0257	Per \$100 Payroll	\$335
Assessments	0.0324	Per \$100 Payroll	\$422
Loss Pick	2.89	per \$100 Payroll	\$37,701
Workers Compensation Total			\$55,586
Ancillary Coverage Rate / Total	\$12.7093	per \$1,000 CV	\$317,732

If you have any questions or concerns, please feel free to contact our office.

Sincerely,
Joyce Sikes
Joyce Sikes
Account Manager
American Global LLC
D: (516) 231-4272
E: joyce.sikes@americanglobal.com

American Global LLC
390 N. BROADWAY
JERICHO, NY 11753
WWW.AMERICANGLOBAL.COM

MDC064



OHLUSAI-01

AKOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Global LLC 390 North Broadway 3rd Floor Jericho, NY 11753	CONTACT NAME: OHLA Certificates		
	PHONE (A/C, No, Ext): (516) 387-1170	FAX (A/C, No):	
	E-MAIL ADDRESS: OHLACertificates@americanglobal.com		
INSURED OHLA USA, Inc. 9675 NW 117th Ave., Suite 108, Miami, FL 33178	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Company		25658
	INSURER B : Charter Oak Fire Insurance Company		25615
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			VTC2K-CO-7K03062A-IND-22	12/31/2022	12/31/2023	EACH OCCURRENCE	\$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 500,000	
	☒ CONTRACTUAL LIAB.		MED EXP (Any one person)				\$	
			PERSONAL & ADV INJURY				\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COM/OP AGG	\$ 4,000,000
	OTHER:							\$
A	☒ AUTOMOBILE LIABILITY			VTC2K-CAP-7K030631-IND-22	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per person)				\$	
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident)				\$	
			PROPERTY DAMAGE (Per accident)				\$	
							\$	
A	☒ UMBRELLA LIAB ☒ OCCUR			CUP-7K029195-22-25	12/31/2022	12/31/2023	EACH OCCURRENCE	\$ 3,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE				\$ 3,000,000	
	☐ DED ☐ RETENTION \$						\$	
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB - 4R501675-22-25-D	12/31/2022	12/31/2023	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: (X009A) Miami-Opa Locka (OPF) Executive Airport Runway 09L-27R Rehabilitation

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Miami-Dade County Aviation Department
Airside Operations Division
P.O. Box 025504
Miami, FL 33102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

American Global LLC



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PEREZ, BERNARDO

OHLA USA, INC.
26-15 ULMER STREET
COLLEGE POINT 11356

LICENSE NUMBER: CGC1528706

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 19, 2022

OHLA USA INC
26-15 ULMER ST
COLLEGE POINT, NEW YORK 11354

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, Retaining Walls

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov

MDC067

OHLA USA INC
May 19, 2022
Page two

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in cursive script that reads "James E. Taylor AA".

for Alan Autry, Manager
Contracts Administration Office

AA:cg

MDC068

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



7053812

RECEIPT NO.

RENEWAL

7331317

BUSINESS NAME/LOCATION

OHLA USA INC

9675 NW 117TH AVE STE 108

MEDLEY, FL 33178-1244



EXPIRES
SEPTEMBER 30, 2023

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNER

OHLA USA INC

BERNANDO PEREZ, QUALIFIER

SEC. TYPE OF BUSINESS

196

GENERAL BUILDING

CONTRACTOR

**PAYMENT RECEIVED
BY TAX COLLECTOR**

82.50 03/02/2023

Worker(s)

10

CGC1528706

INT-23-291956

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector





MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(A)(8)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(8)
7-6-23

RESOLUTION NO. _____ R-584-23

RESOLUTION APPROVING CONTRACT MIAMI OPA-LOCKA EXECUTIVE AIRPORT RUNWAY 9L-27R REHABILITATION PROJECT NO. X009A, BETWEEN MIAMI-DADE COUNTY AND OHLA USA, INC., IN THE AMOUNT OF \$30,291,655.04; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME, AND TO EXERCISE THE PROVISIONS THEREOF, INCLUDING TERMINATION

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

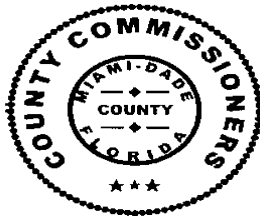
Section 1. This Board approves the contract between Miami-Dade County and OHLA USA, INC. for MDAD Project No. X009A to provide construction services for the rehabilitation of the 09L-27R runway at the Miami-Opa-Locka Executive Airport (OPF) in the amount of \$30,291,655.04, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the provisions thereof, including the termination provision contained therein.

Section 2. Pursuant to section 2-285 and 2-285.2 of the Miami-Dade County Code, this Board authorizes the County Mayor or County Mayor's designee to exercise the provisions thereof, including the authority to execute Contract No. X009A and the authority to exercise its termination provisions.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	absent
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of July, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

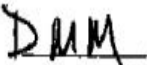


MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. 

David M. Murray