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

Memorandum

MIAMI-DADE COUNTY

Date: October 16, 2024

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

Agenda Item No. 8(A)(4)

From: Daniella Levine Cava
Mayor

Resolution No. R-926-24

Subject: Approval of the Contract Award Recommendation to Rehabilitate Miami International Airport (MIA) South Terminal Concourse H - Phase 1, Contract No. AA018B

EXECUTIVE SUMMARY

This item seeks approval from the Board of County Commissioners (Board) to award a construction contract to Magnum Construction Management, LLC (MCM) to provide construction services at Miami International Airport (MIA). The scope of work consists of replacing the existing glass panels located in Gates H3, H4, H6, H8, and H10 in Concourse H, which were identified as needing replacement due to water intrusion issues that are causing leaks. The glass panels will be replaced to ensure a watertight enclosure. The County has agreed to pay MCM a compensation amount of $11,040,790.25, which includes a 10 percent contingency of $1,001,205.19 and an Inspector's General Fee of $27,533.14. The total contract term consists of 786 calendar days from the effective date of the Notice to Proceed.

This construction project, known as Project No. AA018B, was advertised by the County under full and open competition resulting in one responsive bid from MCM. The Engineer of Record (305 Consulting Engineers, LLC) reviewed the project's tally, and determined that MCM is qualified for award of this construction contract as MCM's base bid of $10,012,051.92 is approximately 1.15 percent below the base bid estimate prepared by Miami-Dade Aviation Department's cost consultant, RIB US Cost, Inc. which totals $10,128,378.00.

RECOMMENDATION

It is recommended that the Board approve the attached resolution awarding Project No. AA018B to MCM, for the project entitled: "Miami International Airport (MIA) South Terminal Concourse H Rehabilitation - Phase 1" pursuant to Section 2-8.1 of the Miami-Dade County Code.

Per the terms and conditions of this construction contract, liquidated damages in the amount of $596.84 will be deducted from the contract amount each calendar day for a non-excusable delay. The measurement will be per day or part thereof and hour or part thereof.

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

SCOPE

MIA is located primarily within District 6 which is represented by Commissioner Kevin Marino Cabrera; however, the impact of this agenda item is countywide in nature as MIA is a regional asset.

Project Name: Miami International Airport (MIA) South Terminal Concourse H - Phase 1

Project No.: AA018B

Contract No: AA018B

Project Location: MIA

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

1. Project management and coordination
2. Mobilization
3. Survey services
4. Temporary electric
5. Scaffold platform/protection for Passenger Loading Bridges (PLBs)
6. Interior temporary construction walls
7. Temporary barricades & fencing
8. Cleaning and protection
9. Selective demolition of the existing curtain wall system, miscellaneous metals, and supports
10. Fire-rated wood blocking per curtainwall system drawings by 305 Consulting, Inc.
11. New galvanized channel framing at new curtain wall system
12. New intumescent painting of the channel framing
13. New firestopping
14. New joint sealants and backer rods
15. New curtain wall system

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

BACKGROUND:
The project scope consists of replacing the glass panels in Concourse H, more specifically, Gates H3, H4, H6, H8, and H10 to ensure there is no water leaking through the glass panels. Currently, there are water intrusion issues, as the sealants are failing or not correctly installed in the glass panels. The unwanted water movements are being caused by numerous fissures in the glass panels that occur from an imperfect lamination of the polyvinyl butyral (PVB), which is a well-known thermoplastic used for safety glass lamination. These fissures cause tiny air pockets that expand, as such, foreign objects, such as, lint, dirt, hair, and even water particles remain on the glass panels prior to lamination resulting in water leakage. These fissures can be anywhere between ½" to a few inches long in the worst cases observed, in order to ensure the glass panels are water-tight, they need to be replaced.

FISCAL IMPACT/ FUNDING SOURCES

Funding Source
Future Aviation Financing

Capital Project Budget:
Project#2000001317, MIA South Terminal Expansion SUBPROGRAM, FY 2023 - 24 Adopted Budget and Multi-Year Capital Plan, Volume 3, Page 169, Funding Year: FY 2023-2024 and future years. (See Exhibit "A" as attached)

Base RIB US Cost Estimate: $10,128,378.00

Base Award Amount: $10,012,051.92

Contingency Allowance: (Section 2-8.1 Miami-Dade County Code)	**Type** Construction	**Percent** 10%	**Amount** $1,001,205.19	**Comment**
IG Fee (Ordinance No. 97-215):		0.25%	$27,533.14	
Total Contract Award Amount:			$11,040,790.25	
Total RIB US Cost Estimate:			$11,169,069.00	

Operations Costs:
Not Applicable

Maintenance Costs:
The annualized cost of routine maintenance is $250,000.00.

Total Contract Period: 786 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, Building

Sustainable Buildings Ordinance (I.O. 8-8): This project shall adhere to "Maximum Measures" as defined by the Sustainable Buildings Program Ordinance (07-65). Sections 9-71 through 9-75 of the Code, together with Implementing Order 8-8 (IO 8-8), constitute the "Sustainable Buildings Program".

Sea Level Rise: (Ord. 14-79) Not applicable.

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

Bid Packages Issued: 1

Bid Packages Received: 1

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. AA018B and its termination provisions.

TRACK RECORD/MONITOR

MDAD Project Manager Abel Oporto 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 MCM, 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 AA018B was advertised on March 13, 2024, under full and open competition. On April 30, 2024, MDAD received and opened one (1) responsive bid, which was forwarded to the County's Small Business Development (SBD) Division for compliance review. On May 8, 2024, SBD issued the results of its compliance review finding MCM's bid to be compliant. A copy of SBD's Compliance Review shows MCM's commitment to use local subcontractors and suppliers. (See Exhibit "B" as attached)

The bid information was evaluated by the Engineer of Record, and in a letter dated May 7, 2024, addressed to the Aviation Department, it was confirmed that the only bidder MCM, whose base bid is approximately 1.15 percent lower than RIB US Cost's base estimate, qualifies for award of this construction contract. (See Exhibit "C" as attached)

SBD's Capital Improvements Information System (CIIS) database has 31 evaluations for MCM, with an average evaluation rating of 3.6 out of 4.0 points, which is indicative of reliable and superior performance. (See Exhibit "D" as attached)

According to SBD's "Firm History Report," MCM has been awarded 27 contracts as a Prime Contractor in the last three (3) years with a total value of $102,378,360.00. Additionally, from December 2011 to June 2021, MCM was awarded 113 contracts as Prime Contractor with a total value of $367,446,465.00, making for a grand total of $469,824,825.00. (See Exhibit "E" as attached)

Contract measures were established as part of this construction contract including a Disadvantaged Business Enterprise (DBE) participation goal of 20.46 percent. MCM committed to the 20.46 percent DBE participation goal, which meets the required participation goal. 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 MCM are enclosed. (See Exhibit "G" as attached)

Company Principals:	Daniel Munilla
Company Location:	6201 SW 70th Street, 1st Floor Miami, FL 33143
How Long in Business:	41 years
Responsible Wages:	Davis Bacon Wages Type: Building
Contract Manager Name Phone/Email:	Sylvia Novela, Division Director III Office: (305) 876-7048 Cell: (786) 769-1580 snovela@flymia.com

Project Manager Name	Abel Oporto, Engineer 3
Phone/Email:	Office: (305) 876-3876 AOporto@flymia.com

Jimmy Morales
Chief Operating Officer

Signature Page
MDAD Construction Contract No: AA018B
Magnum Construction Management

BUDGET APPROVAL FUNDS AVAILABLE:

7/23/2024
OFFICE OF MANAGEMENT AND BUDGET (OMB) DIRECTOR **DATE**

APPROVED AS TO LEGAL SUFFICIENCY:

July 22, 2024
COUNTY ATTORNEY **DATE**

COUNTY MAYOR OR DESIGNEE **DATE**

CLERK DATE **DATE**

Exhibit A

FY 2023-24 Adopted Budget and Multi-Year Capital Plan

MIAMI INTERNATIONAL AIRPORT (MIA) - RESERVE MAINTENANCE SUBPROGRAM **PROGRAM #: 2000000068**

DESCRIPTION: Provide funding for various unusual and/or extraordinary projects including but not limited to maintenance, repairs, renewals and/or replacement; the replacement of IT equipment; miscellaneous environmental and paving rehabilitation projects

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
FDOT Funds	2,796	0	0	0	0	0	0	0	2,796
Reserve Maintenance Fund	50,244	130,450	23,242	25,000	25,000	21,500	21,500	0	296,936
TOTAL REVENUES:	**53,040**	**130,450**	**23,242**	**25,000**	**25,000**	**21,500**	**21,500**	**0**	**299,732**
EXPENDITURE SCHEDULE:	**PRIOR**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**FUTURE**	**TOTAL**
Construction	47,764	122,241	20,742	22,500	22,500	19,000	19,000	0	273,747
Planning and Design	5,276	8,209	2,500	2,500	2,500	2,500	2,500	0	25,985
TOTAL EXPENDITURES:	**53,040**	**130,450**	**23,242**	**25,000**	**25,000**	**21,500**	**21,500**	**0**	**299,732**

MIAMI INTERNATIONAL AIRPORT (MIA) - SOUTH TERMINAL EXPANSION SUBPROGRAM **PROGRAM #: 2000001317**

DESCRIPTION: Enhance South Terminal Smoke Evacuation System; perform Concourse H Glazing and Curtain Wall Assessment and Corrective Action; demolish Building 3050 for South Terminal Expansion; relocate South Terminal Apron and Utilities Phase 1; expand South Terminal eastward adding new gates; develop South Terminal Centralized Checkpoint

LOCATION: Miami International Airport
Unincorporated Miami-Dade County

District Located: 6
District(s) Served: Countywide

REVENUE SCHEDULE:	PRIOR	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	FUTURE	TOTAL
Aviation 2021 Commercial Paper	13,125	7,810	0	0	0	0	0	0	20,935
Aviation Revenue Bonds	3,803	0	0	0	0	0	0	0	3,803
FDOT Funds	69	642	144	14,126	1,721	0	0	0	16,702
Future Financing	0	16,087	183,780	165,324	224,396	235,732	18,382	5,324	849,025
Reserve Maintenance Fund	328	0	0	0	0	0	0	0	328
TOTAL REVENUES:	**17,325**	**24,539**	**183,924**	**179,450**	**226,117**	**235,732**	**18,382**	**5,324**	**890,793**
EXPENDITURE SCHEDULE:	**PRIOR**	**2023-24**	**2024-25**	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**FUTURE**	**TOTAL**
Construction	13,563	23,483	154,764	170,047	221,439	231,111	18,039	5,235	837,681
Planning and Design	3,762	1,056	29,160	9,403	4,678	4,621	343	89	53,112
TOTAL EXPENDITURES:	**17,325**	**24,539**	**183,924**	**179,450**	**226,117**	**235,732**	**18,382**	**5,324**	**890,793**

Exhibit B

Memorandum

DATE: May 8, 2024.

TO: Claudia Portocarrero, Aviation Senior Procurement Contracting Officer
Miami Dade Aviation Department

FROM: Gary Hartfield, Division Director
Office of Small Business Development

SUBJECT: Compliance Review
Project # AA018B
Miami International Airport (MIA) South Terminal Concourse H Rehabilitation – Phase 1

The Office of Small Business Development (SBD) has completed its review pursuant to the requirements of Federal Regulations 49 CFR Part 26. The contract measure established for this project is a 20.46% Disadvantaged Business Enterprise (DBE) participation goal.

Miami-Dade Aviation Department (MDAD) submitted proposal documents, that included the required DBE documents for the firm listed below, acknowledging its commitment to comply with the project's DBE measure. The following is the pre-award compliance status and summary.

	FIRM	STATUS
1.	Magnum Construction Management, LLC. DBA MCM	Compliant

SUMMARY:

Magnum Construction Management, LLC. DBA MCM. (MCM), a non-DBE certified firm, submitted a DBE Utilization Form/Letter of Intent (LOI), a Bidder and Subcontractor's Information Form, and a DBE Contract Participation Form committing to utilize the following DBE-certified firms: World of Frameless Glass, Inc. to provide Furnish, Glass and Glazing Installation work at 13.68%, and Ohana Construction Group, LLC. to provide General Contracting and Sitework at 6.88% to meet the required 20.46% DBE participation. The DBE Utilization Form was signed by the prime and sub-contractors confirming their commitment to achieve the overall 20.46% DBE goal.

MCM has satisfied the contract's 20.46% DBE goal and is in compliance with the overall DBE measure established for this contract.

Please be reminded that SBD's review is specific to the requirements of Federal Regulations 49 CFR Part 26. MDAD 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
Andre Ragin, MDAD

Exhibit C

Miami International Airport

MDAD Project No. AA018B

Independent Cost Estimate

100% Construction Documents

MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action

Estimate Date: October 18, 2022 - Rev. 01

Prepared by:

RIB U.S.COST

11900 Biscayne Blvd, Suite 620

North Miami FL, 33181

(786) 953-7817

Prepared for:

Resolution R-1201-07

Miami International Airport
MDAD Project No. AA018B

Independent Cost Estimate

MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action

Basis of Estimate

Project Description

RIB U.S. Cost was tasked by Miami-Dade Aviation Department (MDAD) to provide an Independent Cost Estimate for the ***MIA*** **Concourse H Curtain Wall Replacement** project. This estimate is based on the 100% Submittal, dated October, 2021, Record Drawings by 305 Consulting Engineers and BL + A Architects.

The project scope of work includes the removal of the failed curtain wall structures down to the existing structure and replacement with *SafetyFirst GPX Fire Rated Window Wall System (or equal),* at Gates H4, H6/H8 and H10; and *Four Glass Technologies Series Impact Rated Window Wall System (or equal)* at Gate H3.

The scope also includes the removal of the sealants around the glazing system, repair parts of the metal structure elements that are corroded reinforcing with additional flat plates and/or angles.

The **Concourse H Curtain Wall Replacement** cost estimate includes the following:

→ Project management and coordination.

→ Mobilization.

→ MOT - Temporary barricades & fencing - project will be built in 4 Phases, as per MOT drawings.

→ Survey layout services.

→ Temporary electrical service.

→ Scaffold platform / protection for Passenger Boarding Bridges (PBBs).

→ Interior temporary construction walls.

→ Cleaning and protection.

→ Selective demolition of the existing curtain wall system, miscellaneous metals, and supports.

→ Fire-rated wood blocking per the existing curtainwall system drawings by Perez & Perez.

→ New galvanized channel framing at new curtain wall system.

→ New break metal to cover galvanized channel framing both sides.

→ New intumescent painting of the channel framing.

→ New firestopping.

→ Joint sealants and backer rods both sides.

In addition, an Airline Requirement + MOT Allowance was added to the cost summary, as per MDAD PM request, as a separate cost to be considered, if necessary, during the project construction.

Estimate also includes an allowance, under Construction Support, for Fire Watch by an approved MIA Fire Tech.

Miami International Airport
MDAD Project No. AA018B

Independent Cost Estimate

MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action

Basis of Estimate

Estimate Assumptions and Clarifications

→ Estimate classification: Level 1 - Independent Cost Estimate.

→ Estimate revised on May 2022 - Cost updated to current market conditions based on Building Cost Index (BCI) Data percentage, added market adjustment, revised escalation percentage and escalation calculation per latest schedule.

→ Curtain wall budget costs were obtained from Aldora for the East side and from SafetyFirst for the West side. Both companies stated that neither the fire rated nor the non fire rated curtain wall systems could meet the 12'-6" height requirements. Therefore, the estimate included cost for additional structural steel members in order to meet impact code requirements.

→ Estimate assumes MDAD Direct Procurement. Project will be bid out and awarded to a General Contractor who will supervise and coordinate the required trade contractors (subcontractors) and self-perform a portion of the work.

→ Escalation calculation based on schedule information provided by MDAD. Start date of April 18, 2023 through October 15, 2024. Calculation is based on 6% a year through the midpoint of construction.

→ Assumes the project will be staffed with a project manager at quarter-time and a superintendent for the entire duration.

→ Assume that this project will be performed in four (4) work zones / Phases.

→ Estimate assumes building scaffold platforms / protection for the passenger loading bridges (PBBs), interior construction demising walls, hurricane-rated protection as required, and jersey barrier-type barricades will be needed at each phase.

→ Estimate assumes C5x6.7 channel framing to meet window manufactures total height. Assuming galvanized with intumescent fireproofing applied.

→ Airport operations will allow for a continuous work schedule.

Estimate Exclusions

→ View Glass Smart Glass System.

→ Low Voltage Work Scope.

→ Structural repairs.

→ Asbestos Abatement.

→ Unforeseen conditions except those addressed in the estimate.

→ Security Guards.

→ Overtime/shift differential beyond 48 hour work-week.

MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action

Basis of Estimate

Contingencies

Due to the complexity of this project, a recommended Direct Cost Development Allowance of 5% has been applied to the Total Direct Cost on the Estimate Summary, to cover unknown project requirements to obtain the curtain wall system fire rating.

Based on a change in market conditions over the previous months due to the pandemic, RIB US Cost concluded that one time 4% cost premium should be applied to numerous ongoing project estimates. The pandemic has impacted labor availability, productivity, the supply chain for construction materials and equipment as well as how contractors view and price their bids.

In addition, the estimate includes 10% for Owner's Allowance Account to cover change orders during construction.

Estimate Qualifications

This estimate assumes a competitive bid and is an opinion of probable costs based on fair market value and is not a prediction of the anticipated low bid.

RIB U.S. Cost has no control over the cost of labor and materials, the General Contractor’s or any Subcontractor’s method of determining price or competitive bidding and market conditions. This opinion of probable costs of construction is made on the basis of the experience, qualifications and best judgment of the Cost Estimator.

RIB U.S. Cost cannot, and does not, guarantee that proposals bid or actual construction costs will not vary from this or subsequent estimates.

Miami International Airport
MDAD Project No. AA018B

Independent Cost Estimate

MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action

Estimate Summary - Escalated

		MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action	Airline Requirements + MOT Allowance	Total Cost
Construction Cost				
Direct Cost of Construction		$ 6,440,793	$ 1,336,695	$ 7,777,488
Direct Cost Development	5.00%	$ 322,040	$ -	$ 322,040
Market Adjustments	4.00%	$ 270,513	$ -	$ 270,513
Sub-Total		**$ 7,033,347**	**$ 1,336,695**	**$ 8,370,041**
MGC General Conditions, Profit, Fee, Bond, and Insurance	25.00%	$ 1,758,337	$ -	$ 1,758,337
Sub-Total		**$ 8,791,683**	**$ 1,336,695**	**$ 10,128,378**
Owner's Allowance Account	10.00%	$ 879,168	$ 133,669	$ 1,012,838
Total Construction Cost		**$ 9,670,851**	**$ 1,470,364**	**$ 11,141,216**
IG	0.25%	$ 24,177	$ 3,676	$ 27,853
Sub-Total		**$ 9,695,029**	**$ 1,474,040**	**$ 11,169,069**
Total Contract Award Amount		**$ 9,695,029**	**$ 1,474,040**	**$ 11,169,069**
A/E Services				
A/E Design - 305 Consulting Engineers - Actual Cost		$ 84,114	$ -	$ 84,114
A/E Construction Administration - Actual Cost		$ 33,957	$ -	$ 33,957
Construction Inspection, Work-Site Services	3.00%	$ 290,851	$ -	$ 290,851
Owner's Allowance Account	10.00%	$ 40,892	$ -	$ 40,892
IG	0.25%	$ 1,125	$ -	$ 1,125
Sub-Total A/E Services		**$ 450,939**	**$ -**	**$ 450,939**
Construction Support				
Permitting Costs	0.50%	$ 48,475	$ -	$ 48,475
Testing & Inspection Services	1.50%	$ 145,425	$ -	$ 145,425
Fire Watch by Approved Fire Tech - Allowance		$ 210,000	$ -	$ -
Sub-Total Construction Support		**$ 403,901**	**$ -**	**$ 403,901**
Indirect Costs				
Indirect Costs	12.00%	$ 1,265,984	$ -	$ 1,265,984
AIPP	1.50%	$ 158,248	$ -	$ 158,248
Sub-Total Indirect Costs		**$ 1,424,232**	**$ -**	**$ 1,424,232**
Total Estimated Project Cost		***$ 11,974,100***	***$ 1,474,040***	***$ 13,448,140***

Miami International Airport
MDAD Project No. AA018B

Independent Cost Estimate

MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action

Estimate Summary - 2022 Dollars

		MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action	Airline Requirements + MOT Allowance	Total Cost
Construction Cost				
Direct Cost of Construction		$ 5,782,137	$ 1,200,000	$ 6,982,137
Direct Cost Development	5.00%	$ 289,107	$ -	$ 289,107
Market Adjustments	4.00%	$ 242,850	$ -	$ 242,850
Sub-Total		**$ 6,314,094**	**$ 1,200,000**	**$ 7,514,094**
MGC General Conditions, Profit, Fee, Bond, and Insurance	25.00%	$ 1,578,523	$ -	$ 1,578,523
Sub-Total		**$ 7,892,617**	**$ 1,200,000**	**$ 9,092,617**
Owner's Allowance Account	10.00%	$ 789,262	$ 120,000	$ 909,262
Total Construction Cost		**$ 8,681,879**	**$ 1,320,000**	**$ 10,001,879**
IG	0.25%	$ 21,705	$ 3,300	$ 25,005
Sub-Total		**$ 8,703,583**	**$ 1,323,300**	**$ 10,026,883**
Total Contract Award Amount		**$ 8,703,583**	**$ 1,323,300**	**$ 10,026,883**
A/E Services				
A/E Design - 305 Consulting Engineers - Actual Cost		$ 118,071	$ -	$ 118,071
A/E Construction Administration		$ -	$ -	$ -
Construction Inspection, Work-Site Services	3.00%	$ 261,108	$ -	$ 261,108
Owner's Allowance Account	10.00%	$ 37,918	$ -	$ 37,918
IG	0.25%	$ 1,043	$ -	$ 1,043
Sub-Total A/E Services		**$ 418,139**	**$ -**	**$ 418,139**
Construction Support				
Permitting Costs	0.50%	$ 43,518	$ -	$ 43,518
Testing & Inspection Services	1.50%	$ 130,554	$ -	$ 130,554
Fire Watch by Approved Fire Tech - Allowance		$ 210,000	$ -	$ -
Sub-Total Construction Support		**$ 384,072**	**$ -**	**$ 384,072**
Indirect Costs				
Indirect Costs	12.00%	$ 1,140,695	$ -	$ 1,140,695
AIPP	1.50%	$ 142,587	$ -	$ 142,587
Sub-Total Indirect Costs		**$ 1,283,282**	**$ -**	**$ 1,283,282**
Total Estimated Project Cost		***$ 10,789,076***	***$ 1,323,300***	***$ 12,112,376***

Miami International Airport
MDAD Project No. AA018B

Independent Cost Estimate

MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action

Escalation Calculation

Schedule Reference:	Escalation based on MDAD Schedule
Estimate Date:	21-Mar-22

Description	**Start**	**Finish**	**Project Duration**								**Mid Point**	**Mid Point from Estimate Date (Months)**	**Escalation (6% a Year)**
MIA Cc H Glazing, Curtain Wall Assessment	04/18/23	10/15/24	18.2	*MO*	or	547	*Calendar Days*	or	390	*Work Days*	01/16/24	22	11.39%

Independent Cost Estimate

MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action

Cost Estimate Report

MIA Cc H Glazing, Curtain Wall Assessment & Corrective Act

Direct Cost Summary Report

LEVEL DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
- **MIA Cc H Glazing, Curtain Wall Assessment & Corrective Action**	7,617.00	SF	916.65	$6,982,137
- ***MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action***	1.00	LS	------	$5,782,137
+ DIVISION 01 - GENERAL REQUIREMENTS	1.00	LS	------	$2,560,647
+ DIVISION 02 - EXISTING CONDITIONS	1.00	LS	------	$326,229
+ DIVISION 05 - METALS	1.00	LS	------	$529,000
+ DIVISION 06 - WOOD PLASTICS & COMPOSITES	1.00	LS	------	$29,157
+ DIVISION 07 - THERMAL & MOISTURE PROTECTION	1.00	LS	------	$451,496
+ DIVISION 08 - OPENINGS	1.00	LS	------	$1,885,608
- ***Airline Requirements + MOT Allowances***	1.00	LS	------	$1,200,000
Airline Requirements + MOT Allowance	1.00	LS	------	$1,200,000

MIA Cc H Glazing, Curtain Wall Assessment & Corrective Action

Cost Estimate Detail Report

Report Total (Direct Cost):	$5,782,137

DESCRIPTION		QTY	UNIT	UNIT COST	TOTAL
		Estimate Rollup Costs MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137 DIVISION 01 - GENERAL REQUIREMENTS..... $2,560,647			
Project Staff					
Field personnel, project manager, average - 25%		43.00	Week	3,500.00	150,500
Field personnel, superintendent, average		43.00	Week	12,468.75	536,156
Project Staff	SUBTOTAL	43.00	WEEK	$15,968.75	$686,656
		Estimate Rollup Costs MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137 DIVISION 01 - GENERAL REQUIREMENTS..... $2,560,647			
Mobilization					
Mobilization		1.00	LS	125,000.00	125,000
Mobilization	SUBTOTAL	1.00	LS		$125,000
		Estimate Rollup Costs MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137 DIVISION 01 - GENERAL REQUIREMENTS..... $2,560,647			
Surveying					
Boundary & survey markers, crew for building layout, 3 person crew		4.00	EA	38,910.22	155,641
Surveying	SUBTOTAL	4.00	EA	$38,910.22	$155,641
		Estimate Rollup Costs MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137 DIVISION 01 - GENERAL REQUIREMENTS..... $2,560,647			
Temporary Utilities					
Temporary electrical power -		4.00	EA	32,402.50	129,610
Temporary Utilities	SUBTOTAL	4.00	EA	$32,402.50	$129,610
		Estimate Rollup Costs MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137 DIVISION 01 - GENERAL REQUIREMENTS..... $2,560,647			
Scaffold Platform / Protection for PLBs					
Scaffold Platform / Protection for PLBs		4.00	EA	62,500.00	250,000
Scaffold Platform / Protection for PLBs	SUBTOTAL	4.00	EA	$62,500.00	$250,000
		Estimate Rollup Costs MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137 DIVISION 01 - GENERAL REQUIREMENTS..... $2,560,647			
Temporary Protection & Barricades (Interior)					
Interior Temporary Demising Walls		22,807.00	SF	25.00	570,175
Interior Temporary Demising Platform		3,529.00	SF	31.25	110,281
Interior Temporary Demising Platform Lid		3,529.00	SF	6.25	22,056
Temporary Protection & Barricades (Interior)	SUBTOTAL	4.00	EA	$175,628.13	$702,513
		Estimate Rollup Costs MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137 DIVISION 01 - GENERAL REQUIREMENTS..... $2,560,647			
Temporary Barricades & Fencing					
Temp. Barricades & Fencing		4.00	EA	31,250.00	125,000

MIA Cc H Glazing, Curtain Wall Assessment & Corrective Action

Cost Estimate Detail Report

Report Total (Direct Cost):	$5,782,137

DESCRIPTION		QTY	UNIT	UNIT COST	TOTAL
			Estimate Rollup Costs		
			MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137		
			DIVISION 01 - GENERAL REQUIREMENTS..... $2,560,647		
Temporary Barricades & Fencing					
Temporary Barricades & Fencing	SUBTOTAL	4.00	EA	$31,250.00	$125,000
			Estimate Rollup Costs		
			MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137		
			DIVISION 01 - GENERAL REQUIREMENTS..... $2,560,647		
Cleaning & Protection					
Cleaning and Protection		43.00	WEEK	8,982.04	386,228
Cleaning & Protection	SUBTOTAL	43.00	EA	$8,982.04	$386,228
			Estimate Rollup Costs		
			MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137		
			DIVISION 02 - EXISTING CONDITIONS..... $326,229		
Demo of Curtainwall Systems					
Demo Curtain Wall System		7,617.00	SF	27.13	206,666
Demo of Curtainwall Systems	SUBTOTAL	7,617.00	SF	$27.13	$206,666
			Estimate Rollup Costs		
			MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137		
			DIVISION 02 - EXISTING CONDITIONS..... $326,229		
Demo of Misc. Metals & Supports					
Demo Misc. Metals & Supports		1,880.00	LF	63.60	119,563
Demo of Misc. Metals & Supports	SUBTOTAL	1,880.00	LF	$63.60	$119,563
			Estimate Rollup Costs		
			MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137		
			DIVISION 05 - METALS..... $529,000		
Structureal Metals					
Channel framing, structural steel, field fabricated, C5x6.7, incl cutting & welding		1,115.00	LF	139.20	155,209
Paints and protective coatings, galvanizing structural steel in shop, hot dip		4.00	TON	1,337.50	5,350
Shop extra for drawings and detailing		4.00	TON	543.36	2,173
Shop extra for fabricating and handling		4.00	TON	1,613.36	6,453
Shop extra for delivery to the job site		4.00	TON	232.39	930
Structureal Metals	SUBTOTAL	4.00	TON	$42,528.74	$170,115
			Estimate Rollup Costs		
			MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137		
			DIVISION 05 - METALS..... $529,000		
Break Metal					
Break Metal, field fabricated, incl custom color, cutting & bending		2,230.00	LF	160.94	358,885
Break Metal	SUBTOTAL	2,230.00	LF	$160.93	$358,885

MIA Cc H Glazing, Curtain Wall Assessment & Corrective Action

Cost Estimate Detail Report

Report Total (Direct Cost):	$5,782,137

DESCRIPTION		QTY	UNIT	UNIT COST	TOTAL
		Estimate Rollup Costs			
		MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137			
		DIVISION 06 - WOOD PLASTICS & COMPOSITES..... $29,157			
Blocking					
2" x 6" miscellaneous wood blocking, to steel construction, per M.B.F.		1.74	MBF	16,757.07	29,157
Blocking	SUBTOTAL	1.74	MBF	$16,757.07	$29,157
		Estimate Rollup Costs			
		MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137			
		DIVISION 07 - THERMAL & MOISTURE PROTECTION..... $451,496			
Intumescent Painting West					
Sprayed fireproofing, intumescent fireproofing, 2 hour rating		1,168.00	SF	61.17	71,445
Intumescent Painting West	SUBTOTAL	1,168.00	LF	$61.17	$71,445
		Estimate Rollup Costs			
		MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137			
		DIVISION 07 - THERMAL & MOISTURE PROTECTION..... $451,496			
Firestopping					
Firestopping, construction joints, 2" wide assumed		4,384.00	LF	62.33	273,245
Firestopping	SUBTOTAL	4,384.00	LF	$62.33	$273,245
		Estimate Rollup Costs			
		MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137			
		DIVISION 07 - THERMAL & MOISTURE PROTECTION..... $451,496			
Joint Sealants					
Pre-formed joint seals, backer rods (assume 2)		5.00	CLF	443.21	2,216
Pre-formed joint seals, joint fillers,		4,384.00	LF	11.93	52,295
Pre-formed joint seals, joint fillers,		4,384.00	LF	11.93	52,295
Joint Sealants	SUBTOTAL	4,384.00	LF	$24.36	$106,806
		Estimate Rollup Costs			
		MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137			
		DIVISION 08 - OPENINGS..... $1,885,608			
Glazed Aluminum Curtain Wall East					
Curtain wall, aluminum, stock, including glazing, maximum		4,204.00	SF	148.01	622,253
Curtain wall, aluminum, stock, including glazing, maximum		1,682.00	SF	148.01	248,960
General Note #58 Provide 10% Spare Parts		0.10	%	441,450.00	44,145
Glazed Aluminum Curtain Wall East	SUBTOTAL	5,886.00	SF	$155.51	$915,358
		Estimate Rollup Costs			
		MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action..... $5,782,137			
		DIVISION 08 - OPENINGS..... $1,885,608			
Glazed Aluminum Curtain Wall West					
Curtain wall, aluminum, stock, including glazing, maximum		1,236.00	SF	523.01	646,446
Curtain wall, aluminum, stock, including glazing, maximum		495.00	SF	523.01	258,892
General Note #58 Provide 10% Spare Parts		0.10	%	649,125.00	64,913
Glazed Aluminum Curtain Wall West	SUBTOTAL	1,731.00	SF	$560.51	$970,250

MIA Cc H Glazing, Curtain Wall Assessment & Corrective Action

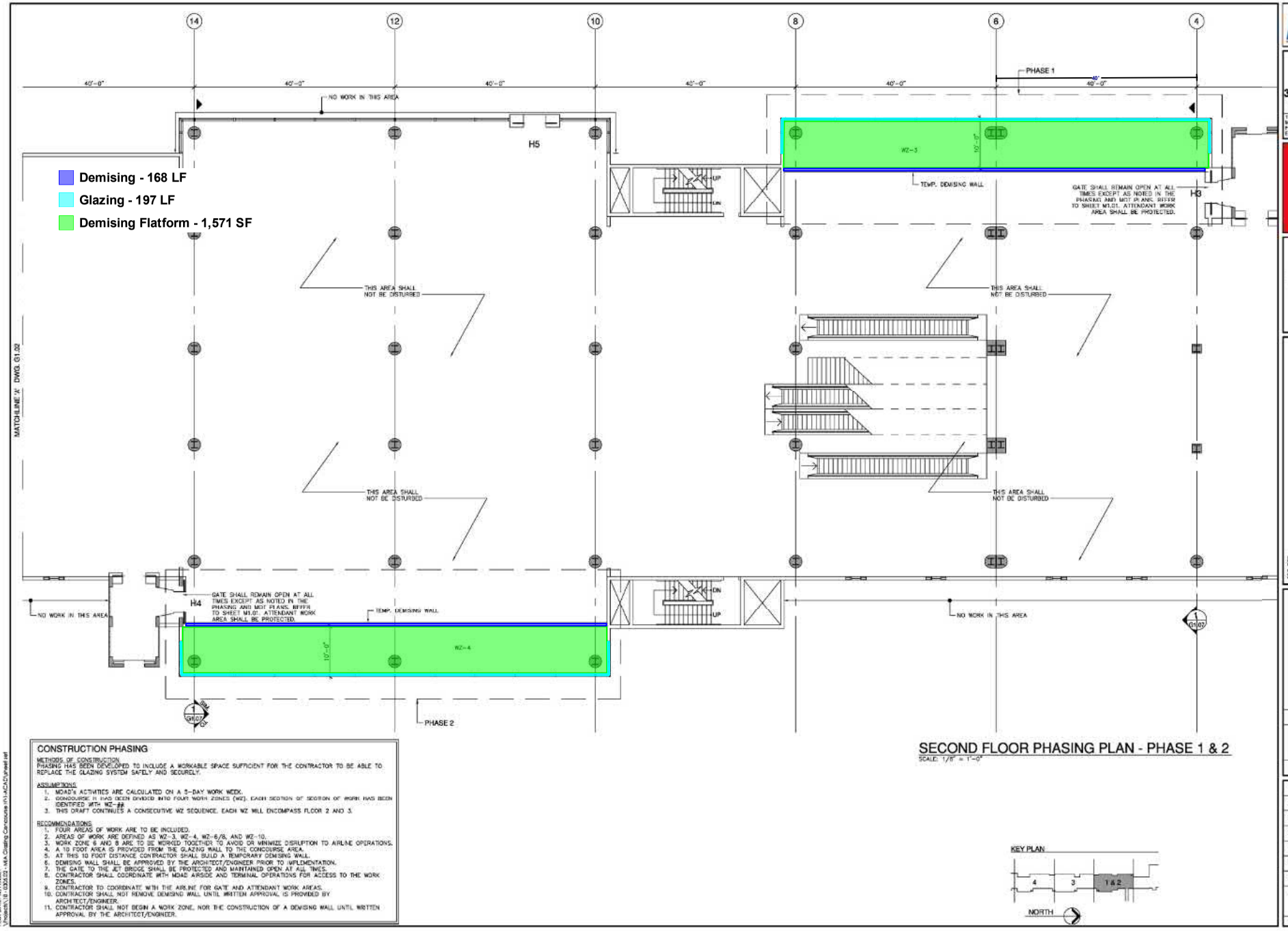
Cost Estimate Detail Report

Report Total (Direct Cost):	$1,200,000

DESCRIPTION		QTY	UNIT	UNIT COST	TOTAL
				Estimate Rollup Costs	
				Airline Requirements + MOT Allowances	$1,200,000
Airline Requirements + MOT Allowance					
Airline Requirements + MOT Allowance		1.00	LS	1,200,000.00	1,200,000
Airline Requirements + MOT Allowance	SUBTOTAL	1.00	LS		$1,200,000

MIA Cc H Glazing, Curtain Wall Assessment and Corrective Action

Cost Estimate Take Off



CONSTRUCTION PHASING

METHODS OF CONSTRUCTION:
PHASING HAS BEEN DEVELOPED TO INCLUDE A WORKABLE SPACE SUFFICIENT FOR THE CONTRACTOR TO BE ABLE TO REPLACE THE GLAZING SYSTEM SAFELY AND SECURELY.

ASSUMPTIONS:
1. MDAD's ACTIVITIES ARE CALCULATED ON A 5-DAY WORK WEEK.
2. CONCOURSE H HAS BEEN DIVIDED INTO FOUR WORK ZONES (WZ). EACH SECTION OF SECTION OF WORK HAS BEEN IDENTIFIED WITH WZ-#.
3. THIS DRAFT CONTINUES A CONSECUTIVE WZ SEQUENCE. EACH WZ WILL ENCOMPASS FLOOR 2 AND 3.

RECOMMENDATIONS:
1. FOUR AREAS OF WORK ARE TO BE INCLUDED.
2. AREAS OF WORK ARE DEFINED AS WZ-3, WZ-4, WZ-6/8, AND WZ-10.
3. WORK ZONE 6 AND 8 ARE TO BE WORKED TOGETHER TO AVOID OR MINIMIZE DISRUPTION TO AIRLINE OPERATIONS.
4. A 10 FOOT AREA IS PROVIDED FROM THE GLAZING WALL TO THE CONCOURSE AREA.
5. AT THIS 10 FOOT DISTANCE CONTRACTOR SHALL BUILD A TEMPORARY DEMISING WALL.
6. DEMISING WALL SHALL BE APPROVED BY THE ARCHITECT/ENGINEER PRIOR TO IMPLEMENTATION.
7. THE GATE TO THE JET BRIDGE SHALL BE PROTECTED AND MAINTAINED OPEN AT ALL TIMES.
8. CONTRACTOR SHALL COORDINATE WITH MDAD AIRSIDE AND TERMINAL OPERATIONS FOR ACCESS TO THE WORK ZONES.
9. CONTRACTOR TO COORDINATE WITH THE AIRLINE FOR GATE AND ATTENDANT WORK AREAS.
10. CONTRACTOR SHALL NOT REMOVE DEMISING WALL UNTIL WRITTEN APPROVAL IS PROVIDED BY ARCHITECT/ENGINEER.
11. CONTRACTOR SHALL NOT BEGIN A WORK ZONE, NOR THE CONSTRUCTION OF A DEMISING WALL UNTIL WRITTEN APPROVAL BY THE ARCHITECT/ENGINEER.

KEY PLAN

305 CONSULTING ENGINEERS LLC
ENGINEERS · PLANNERS
13644 S.W. 8 Street, Suite 211
Miami, Florida 33184 (786) 439-5548
FL Cert'Rate of Authorization No.: 30247
Enrique M. Zuñiga, P.E. PE: 39663

BL+A ARCHITECTS

ENRIQUE M. ZÚÑIGA
FLORIDA, P.E. No. 39663

PROJECT:
M.I.A. Concourse H - Glazing
21 MIAD CIRCLE
MIAMI, FLORIDA 33126
MDC027

NO.	DESCRIPTION	DATE	BY
	REVISIONS	09/23/2022	

DATE: OCTOBER 2021
SCALE: AS SHOWN
DESIGN BY: E.M.Z.
DRAWN BY: C.N.Z.
REVIEWED BY: E.M.Z.
PROJECT NO.: 18-0305.02
DRAWING TITLE: PHASING PLAN
DRAWING NO.: G1.01
SHEET NO.: 4 OF 39

MATCHLINE 'A' DWG. G1.02

PLOT DATE: 9/21/2022
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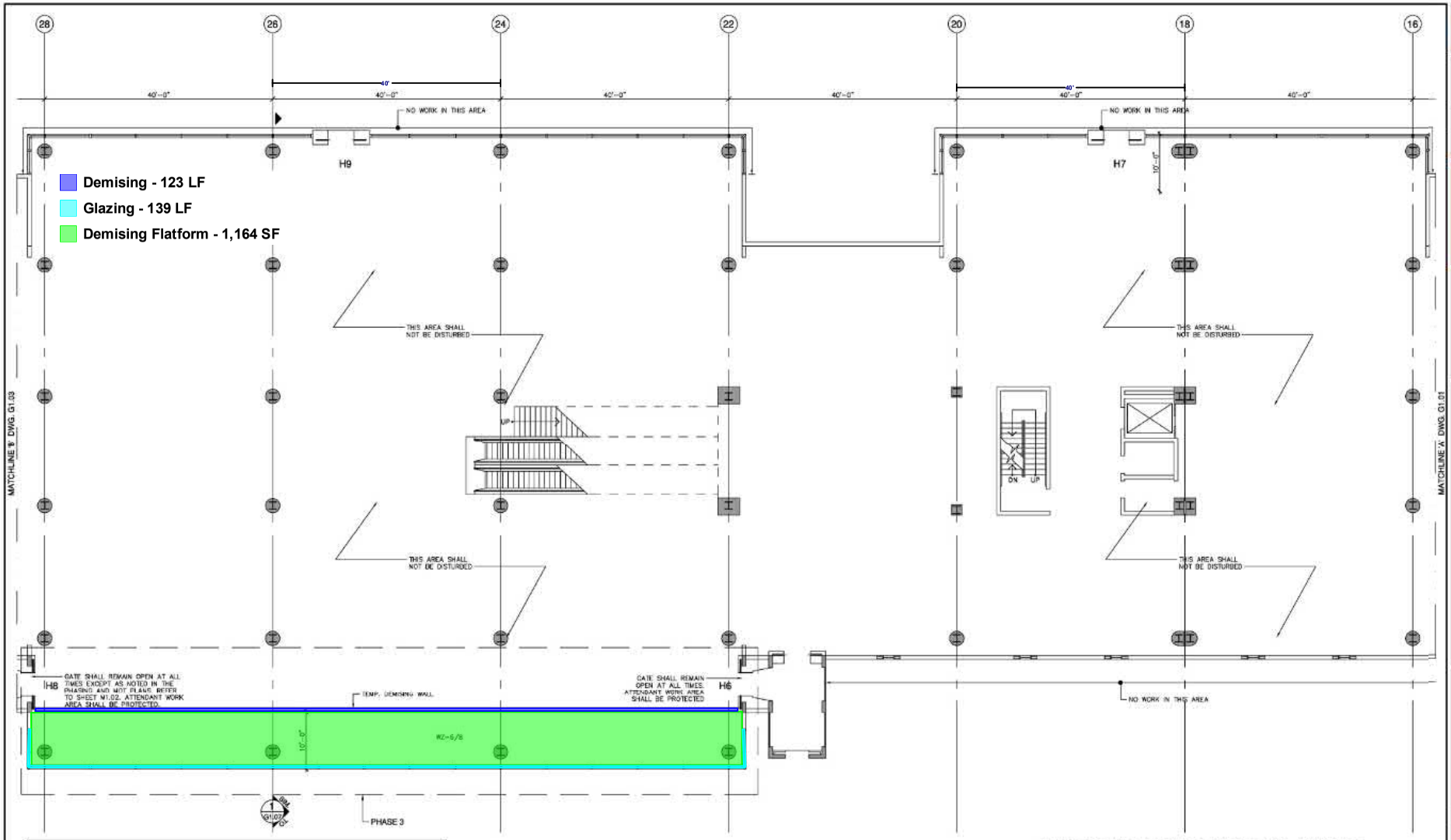

CONSTRUCTION PHASING

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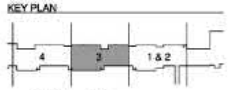
SECOND FLOOR PHASING PLAN - PHASE 3

SCALE: 1/8" = 1'-0"

KEY PLAN



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ENGINEERS · PLANNERS
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Miami, Florida 33184 (786) 409-5548
FL Cert'Rcte of Authorization No.: 30247
Enrique M. Zuñiga, P.E. PE: 39663

BL+A ARCHITECTS

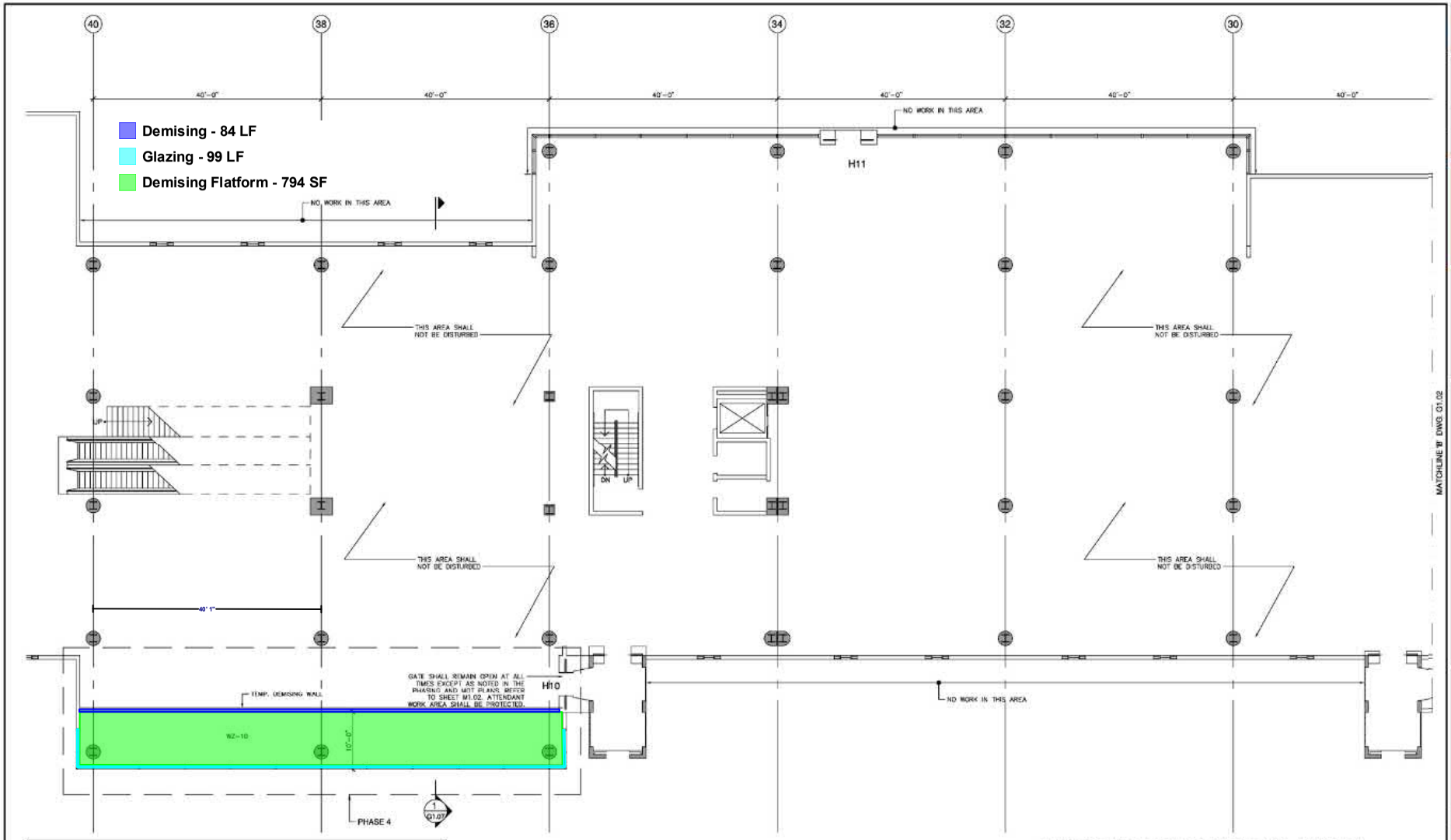
ENRIQUE M. ZÚÑIGA
FLORIDA, P.E. No. 39663

PROJECT:
M.I.A. Concourse H - Glazing
21 MIAD CIRCLE
MIAMI, FLORIDA 33126
MDC028

NO.	DATE	BY	DESCRIPTION
	09/23/2022		

REVISIONS

DATE: OCTOBER 2021
SCALE: AS SHOWN
DESIGN BY: E.M.Z.
DRAWN BY: C.N.Z.
REVIEWED BY: E.M.Z.
PROJECT NO.: 18-0305.02
DRAWING TITLE: PHASING PLAN
DRAWING NO.: G1.02
SHEET NO.: 5 OF 39



SECOND FLOOR PHASING PLAN - PHASE 4

SCALE: 1/8" = 1'-0"

CONSTRUCTION PHASING

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PHASING HAS BEEN DEVELOPED TO INCLUDE A WORKABLE SPACE SUFFICIENT FOR THE CONTRACTOR TO BE ABLE TO REPLACE THE GLAZING SYSTEM SAFELY AND SECURELY.

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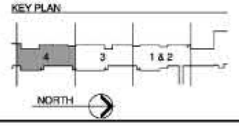
KEY PLAN



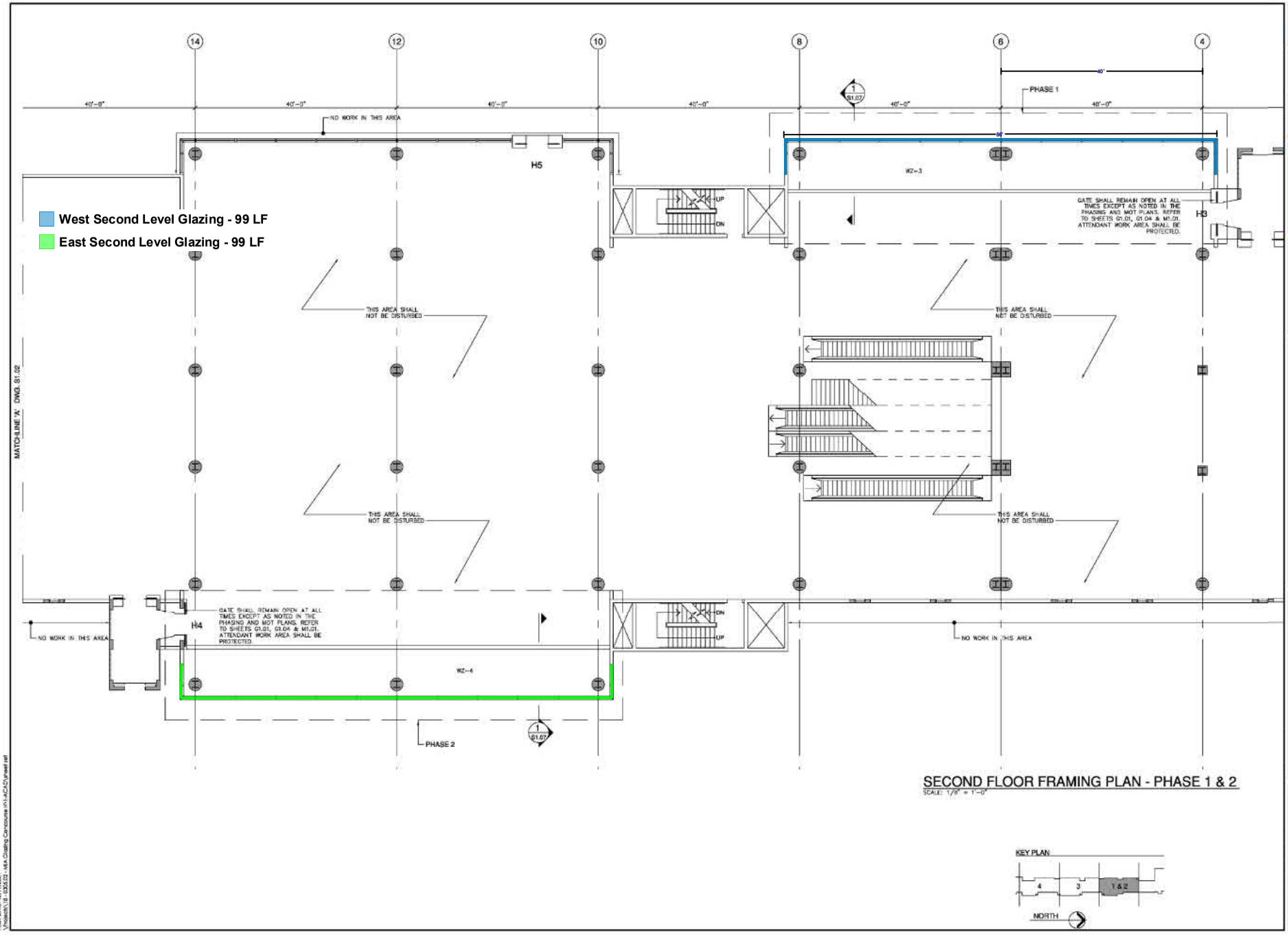
305 CONSULTING ENGINEERS LLC
ENGINEERS · PLANNERS
BL+A ARCHITECTS
ENRIQUE M. ZUÑIGA FLORIDA, P.E. No. 39863

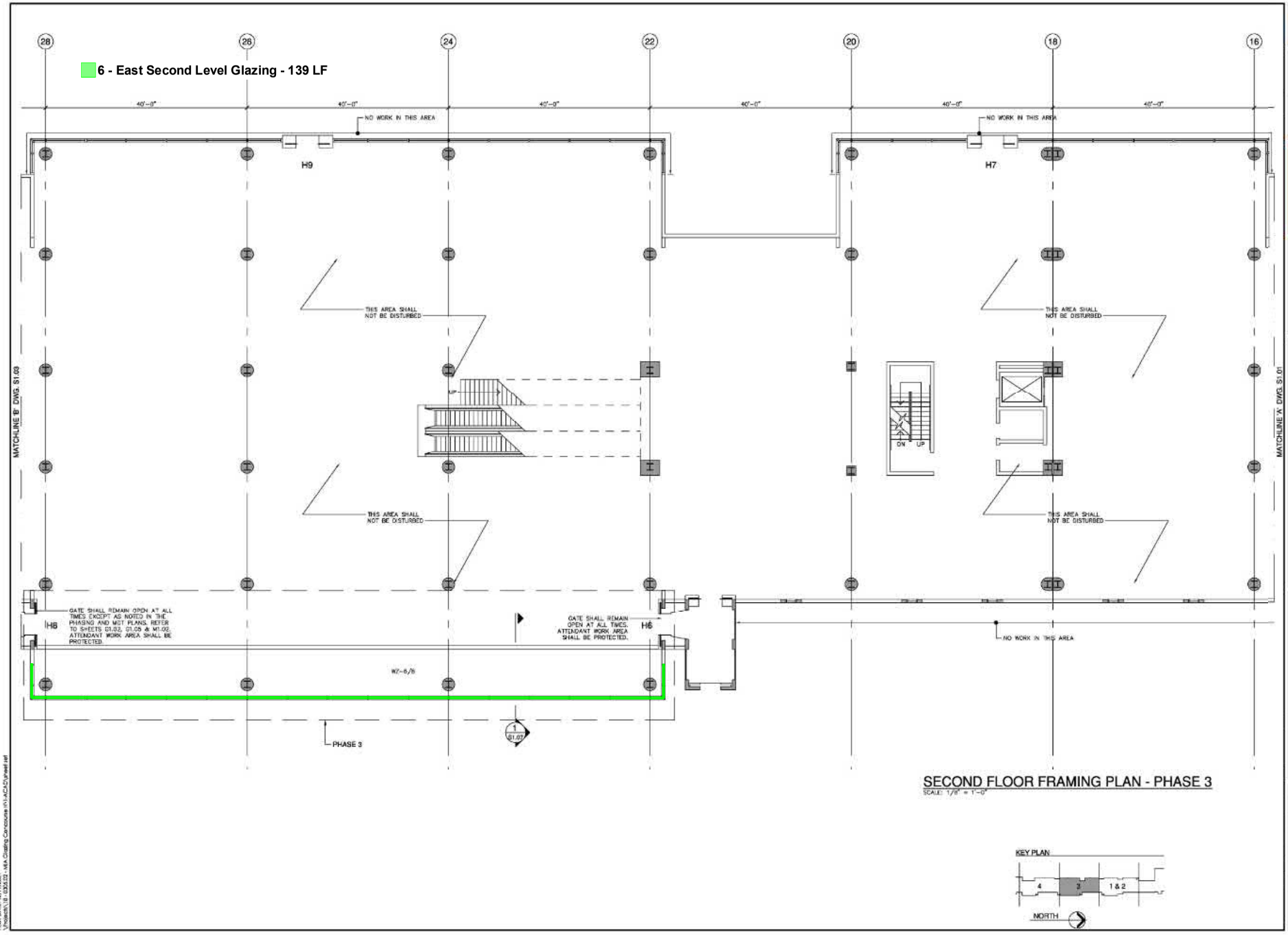
PROJECT: M.I.A. Concourse H - Glazing
21 MIAD CIRCLE
MIAMI, FLORIDA 33126
MDC029

REVISIONS

NO.	DATE	BY	DESCRIPTION
	09/23/2020		

DATE: OCTOBER 2021
SCALE: AS SHOWN
DESIGN BY: E.M.Z.
DRAWN BY: C.N.Z.
REVIEWED BY: E.M.Z.
PROJECT NO.: 18-0305.02
DRAWING TITLE: PHASING PLAN
DRAWING NO.: G1.03
SHEET NO.: 8 OF 39


West Second Level Glazing - 99 LF
East Second Level Glazing - 99 LF
MATCHLINE 'A' DWG. S1.02
NO WORK IN THIS AREA
H5
H4
H3
WZ-3
WZ-4
PHASE 1
PHASE 2
THIS AREA SHALL NOT BE DISTURBED
GATE SHALL REMAIN OPEN AT ALL TIMES EXCEPT AS NOTED IN THE PHASING AND MOT PLANS. REFER TO SHEETS G1.01, G1.04 & M1.01. ATTENDANT WORK AREA SHALL BE PROTECTED.
UP
DN
SECOND FLOOR FRAMING PLAN - PHASE 1 & 2
SCALE: 1/8" = 1'-0"
KEY PLAN
NORTH
305 CONSULTING ENGINEERS LLC
ENGINEERS - PLANNERS
BL+A ARCHITECTS
ENRIQUE M. ZUÑIGA FLORIDA P.E. No. 39663
PROJECT:
M.I.A. Concourse H - Glazing
21 MIAD CIRCLE
MIAMI, FLORIDA 33126
MDC030
REVISIONS
NO. DESCRIPTION BY DATE
DATE: OCTOBER 2021
SCALE: AS SHOWN
DESIGN BY: E.M.Z.
DRAWN BY: C.N.Z.
REVIEWED BY: E.M.Z.
PROJECT NO.: 18-0305.02
DRAWING TITLE: FRAMING PLAN
DRAWING NO.: S1.01
SHEET NO.: 25 OF 39



305 CONSULTING ENGINEERS LLC
ENGINEERS - PLANNERS
13644 S.W. 8 Street, Suite 211
Miami, Florida 33184 (786) 409-5548
FL Cert'Rcate of Authorization No.: 30247
Enrique M. Zuñiga, P.E. PE: 38883

BL + A ARCHITECTS

ENRIQUE M. ZUÑIGA
FLORIDA, P.E. No. 38883

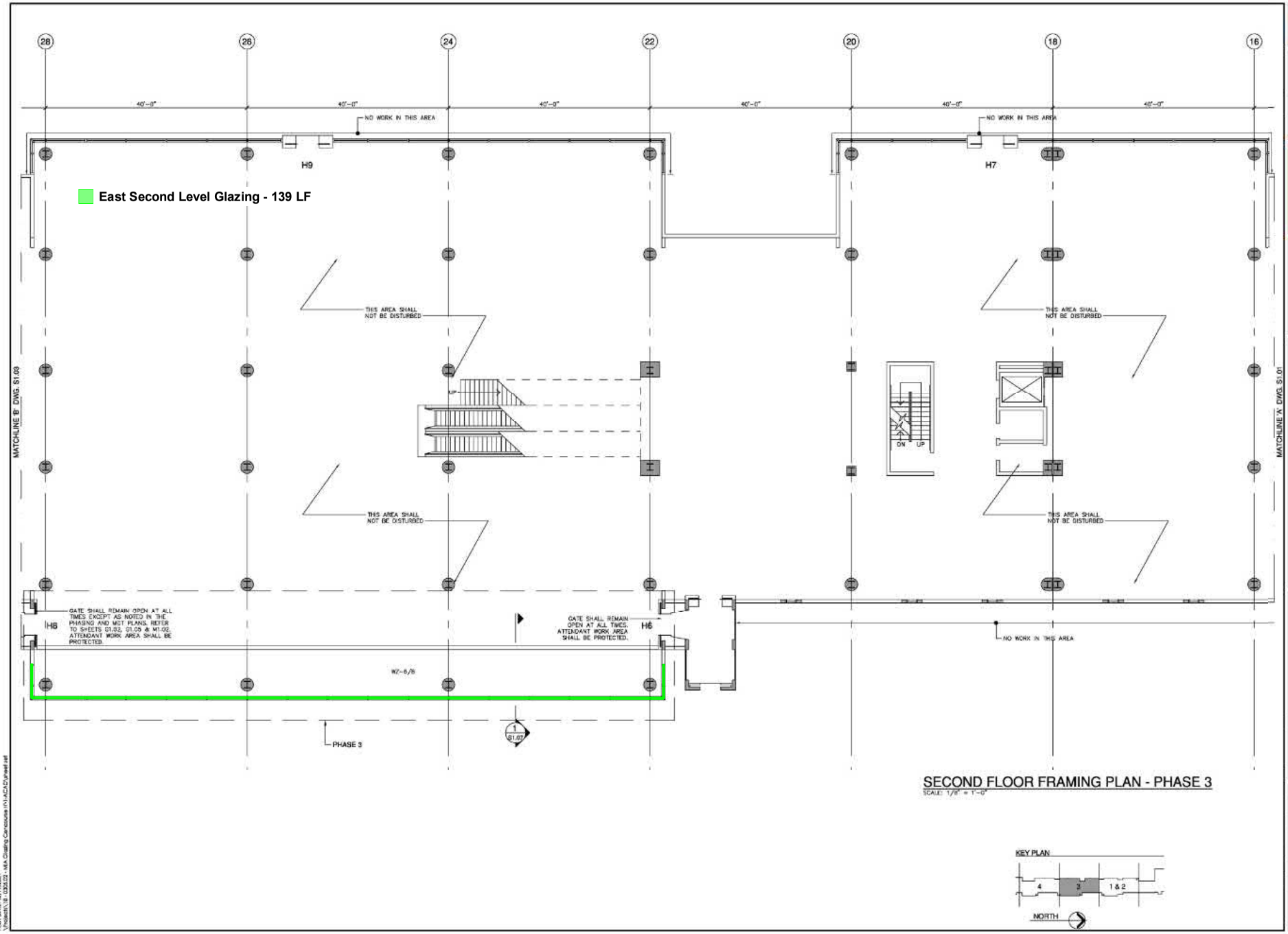
PROJECT:
M.I.A. Concourse H - Glazing
21 MIAD CIRCLE
MIAMI, FLORIDA 33126

MDC031

NO.	DATE	BY	DESCRIPTION
	09/23/2022		

REVISIONS

DATE: OCTOBER 2021
SCALE: AS SHOWN
DESIGN BY: E.M.Z.
DRAWN BY: C.N.Z.
REVIEWED BY: E.M.Z.
PROJECT NO.: 18-0305.02
DRAWING TITLE: FRAMING PLAN
DRAWING NO.: S1.02
SHEET NO.: 26 OF 39



305 CONSULTING ENGINEERS LLC
ENGINEERS · PLANNERS

BL + A ARCHITECTS

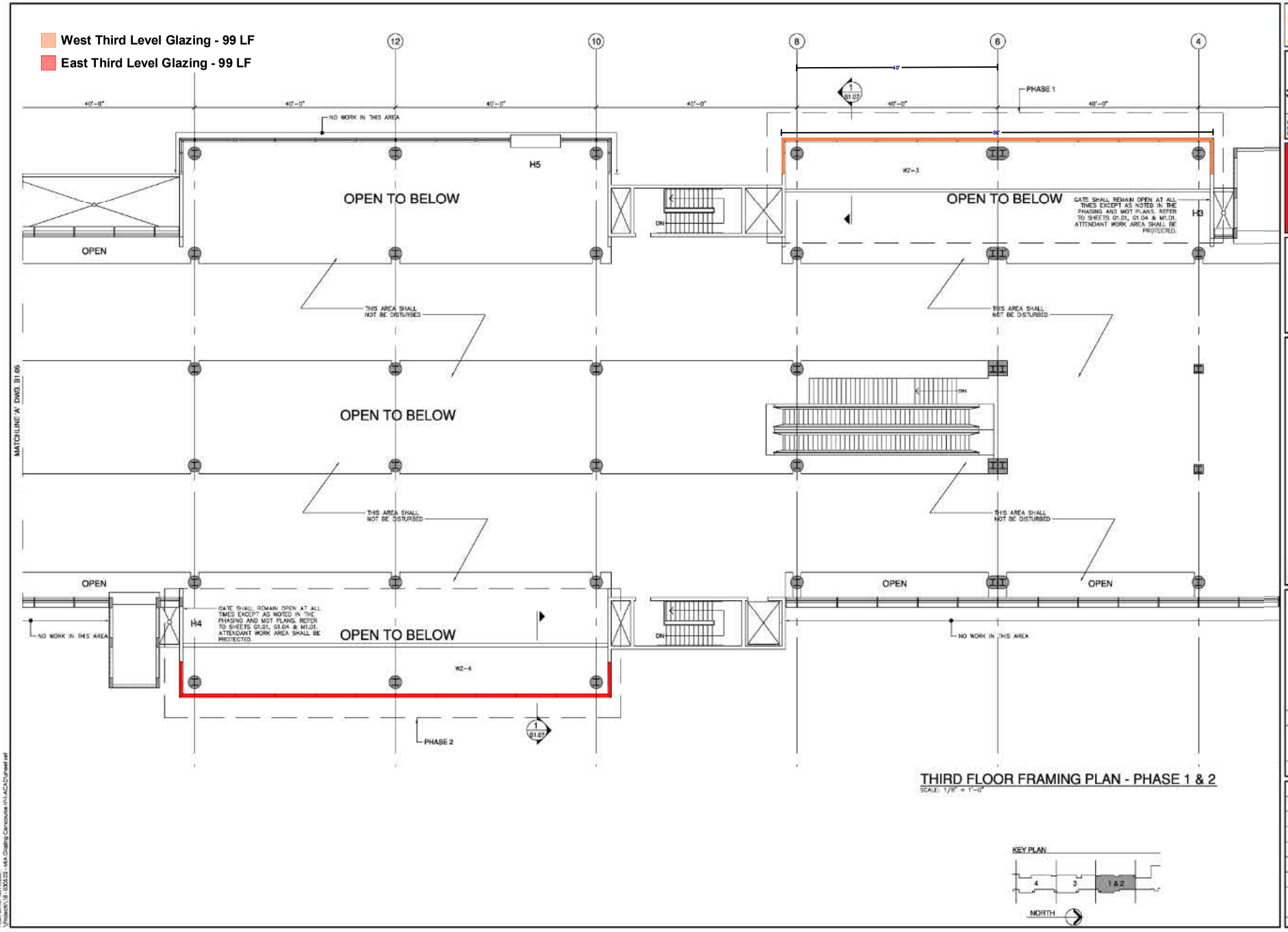
PROJECT:
M.I.A. Concourse H - Glazing
21 MIAD CIRCLE
MIAMI, FLORIDA 33126

MDC032

NO.	DATE	BY	DESCRIPTION
	09/23/2022		

REVISIONS

DATE: OCTOBER 2021
SCALE: AS SHOWN
DESIGN BY: E.M.Z.
DRAWN BY: C.N.Z.
REVIEWED BY: E.M.Z.
PROJECT NO.: 18-0305.02
DRAWING TITLE: FRAMING PLAN
DRAWING NO.: S1.02
SHEET NO.: 26 OF 39



305 CONSULTING ENGINEERS LLC
ENGINEERS · PLANNERS

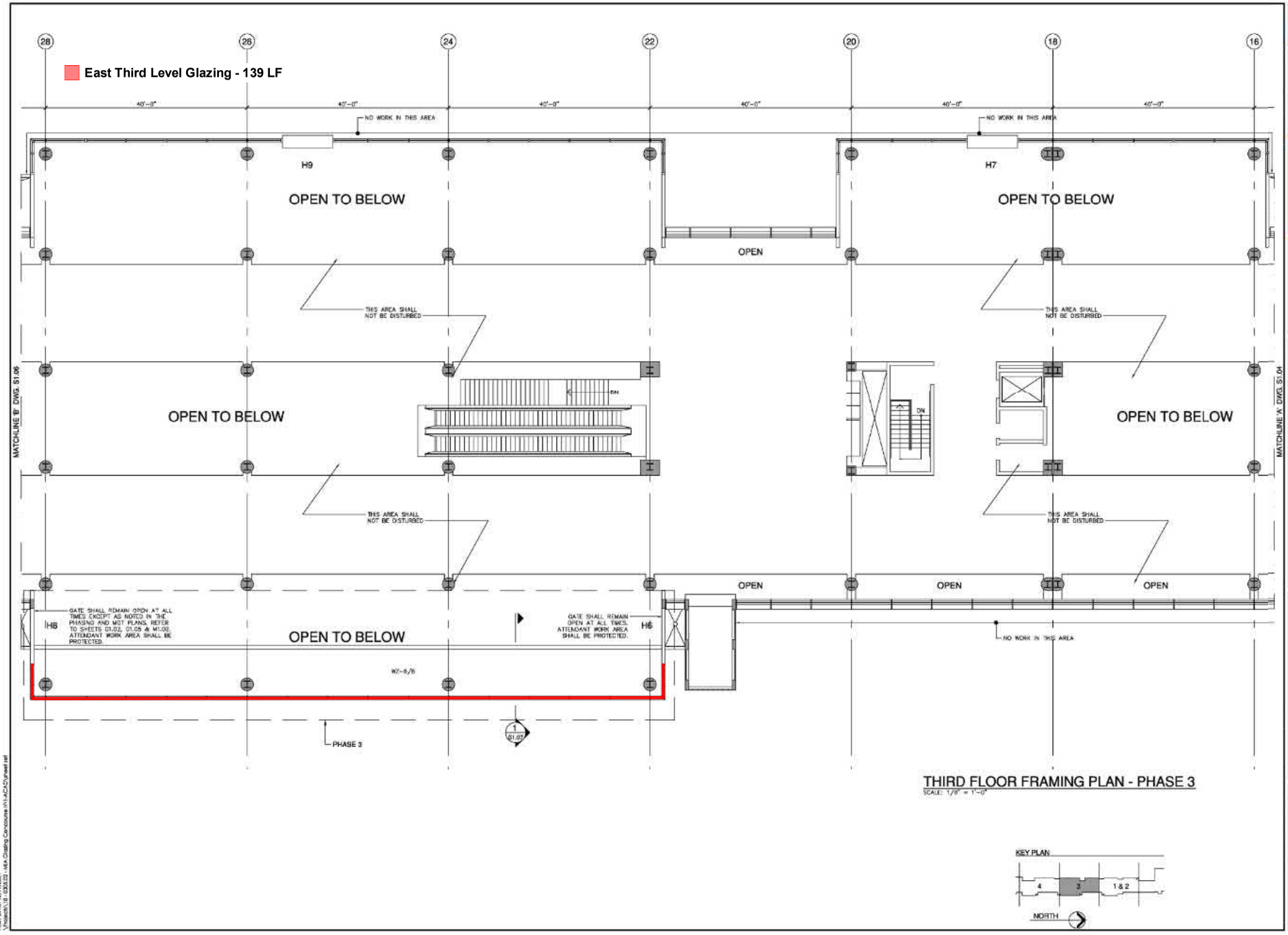
BL+A ARCHITECTS

PROJECT:
M.I.A. Concourse H - Glazing
21 MIAD CIRCLE
MIAMI, FLORIDA 33126
MDC033

NO.	DATE	BY	DESCRIPTION
	09/23/2022		

REVISIONS

DATE: OCTOBER 2021
SCALE: AS SHOWN
DESIGN BY: E.M.Z.
DRAWN BY: C.N.Z.
REVIEWED BY: E.M.Z.
PROJECT NO.: 18-0305.02
DRAWING TITLE: FRAMING PLAN
DRAWING NO.: S1.04
SHEET NO.: 28 OF 39



305 CONSULTING ENGINEERS LLC
ENGINEERS · PLANNERS
13644 S.W. 8 Street, Suite 211
Miami, Florida 33184 (786) 439-5548
FL Cert'Rcte of Authorization No.: 30247
Enrique M. Zuñiga, P.E. PE. 39663

BL + A ARCHITECTS

ENRIQUE M. ZUÑIGA
FLORIDA, P.E. No. 39663

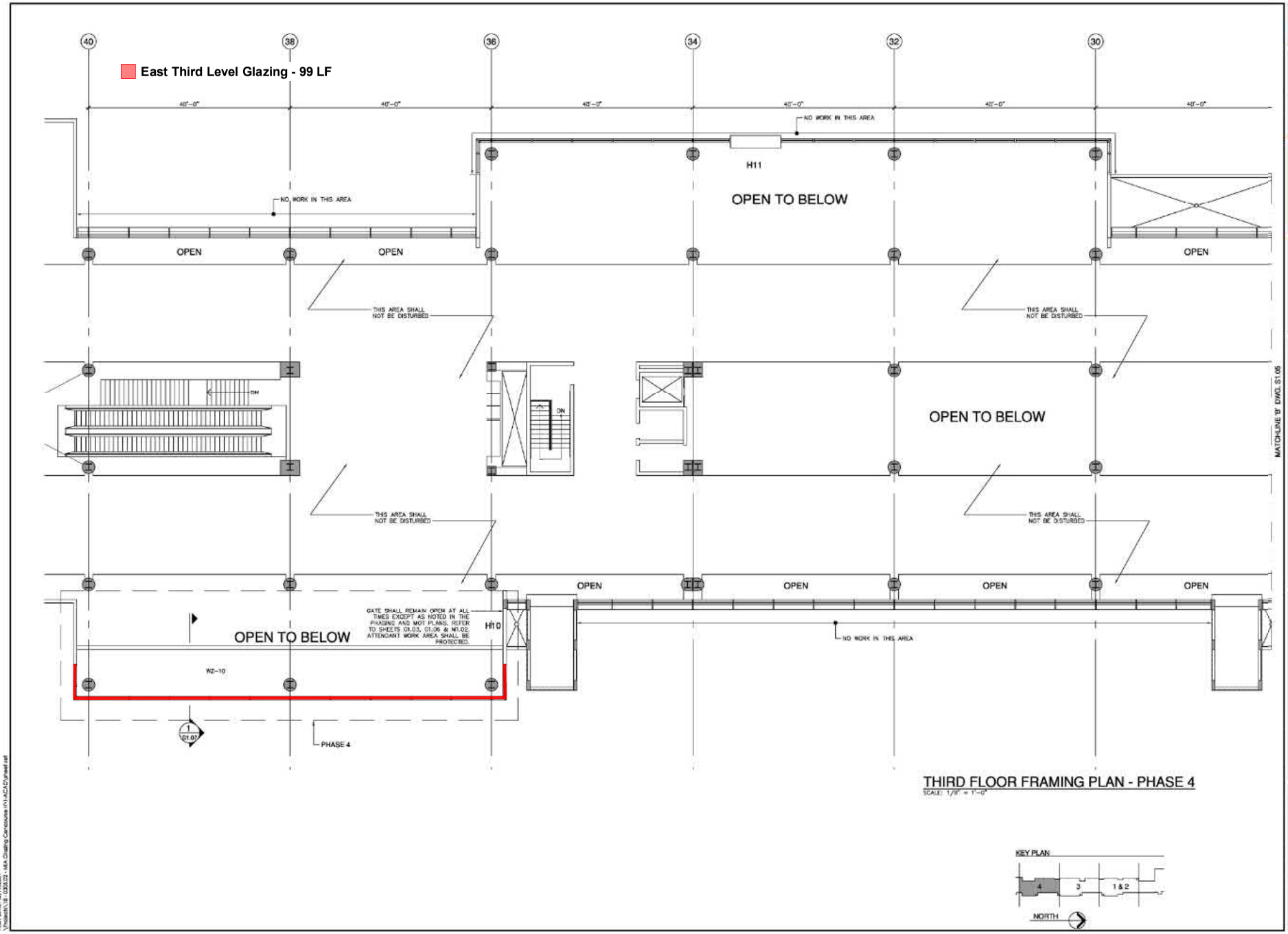
PROJECT:
M.I.A. Concourse H - Glazing
21 MIAD CIRCLE
MIAMI, FLORIDA 33126

MDC034

NO.	DATE	BY	DESCRIPTION
	09/23/2022		

REVISIONS

DATE: OCTOBER 2021
SCALE: AS SHOWN
DESIGN BY: E.M.Z.
DRAWN BY: C.N.Z.
REVIEWED BY: E.M.Z.
PROJECT NO.: 18-0305.02
DRAWING TITLE: FRAMING PLAN
DRAWING NO.: S1.05
SHEET NO.: 29 OF 39



THIRD FLOOR FRAMING PLAN - PHASE 4

SCALE: 1/8" = 1'-0"

KEY PLAN

4 | 3 | 1&2

NORTH

305 CONSULTING ENGINEERS LLC
ENGINEERS - PLANNERS
13644 S.W. 8 Street, Suite 211
Miami, Florida 33184 (786) 409-5548
FL Cert'Rcte of Authorization No.: 30247
Enrique M. Zuñiga, P.E. PE: 38663

BL+A ARCHITECTS

ENRIQUE M. ZUÑIGA
FLORIDA, P.E. No. 38663

PROJECT:
M.I.A. Concourse H - Glazing
21 MIAD CIRCLE
MIAMI, FLORIDA 33126

MDC035

NO.	DATE	BY	DESCRIPTION
	09/23/2022		

REVISIONS

DATE: OCTOBER 2021
SCALE: AS SHOWN
DESIGN BY: E.M.Z.
DRAWN BY: C.N.Z.
REVIEWED BY: E.M.Z.
PROJECT NO.: 18-0305.02
DRAWING TITLE: FRAMING PLAN
DRAWING NO.: S1.06
SHEET NO.: 30 OF 39

305 CONSULTING
ENGINEERS LLC
ENGINEERS • PLANNERS

May 7, 2024

Mr. Abel Oporto, P.E.
Chief of Engineering and Commissioning
Miami-Dade Aviation Department
Miami International Airport
Miami, Florida 33166

RE: Solicitation No. AA018B
Miami International Airport (MIA) South Terminal Concourse H
Rehabilitation – Phase 1

Dear Mr. Oporto,

As requested, 305 Consulting Engineers, LLC has reviewed and evaluated the **tabulation** bid submitted by MDAD Procurements & Materials Management Division.

The evaluation and analysis of the bids received finds that the bid submitted by **Magnum Construction Management, LLC (d/b/a MCM)** in the amount of **$11,040,790.25** is the lowest qualified, responsive, and responsible bid. The Engineer's Estimate amount of $11,169,069 represents a cost of approximately **1.15**% above the bid amounts.

Per our review, we determined the work as described on the bid is unbalanced:

a. Demo Curtain walls and placement of the same wall for $185.02 each,
b. Wood, thermal protection and fire protection for $62.55 each,
c. Joint sealer the entire area for $62.55,
d. Openings: Glazed Aluminum Curtain Wall for $185.02.

The recommendation by **305 Consulting Engineers, LLC** is to enter into negotiations with the lowest bidder prior to award of the contract to **Magnum Construction Management, LLC (d/b/a MCM).**

Only **one** (**1**) bidder submitted for this solicitation: **Magnum Construction Management, LLC (d/b/a MCM)**. A total of **four** (**4**) Addendum were issued during the bidding process (#**4** issued **April 24, 2024**). The "Bid Form Total" $10,012,051.92

13944 SW 8th Street, Suite 211, Miami, Florida 33184
Phone: (786) 409-5548, Fax: (786) 615-3688
www.305consult.com

represents the amounts verified by **305 Consulting Engineers, LLC** by multiplying the bid quantity for each item by the corresponding unit price provided by the Bidders.

If you have any questions or concerns, please do not hesitate to contact Enrique M. Zúñiga on (786) 409-5548.

Sincerely,
305 consulting Engineers, LLC

Enrique M. Zúñiga

Enrique M. Zúñiga, P.E.

Exhibit D

Evaluation Date Start: End: Get Report

Exit Print

Capital Improvements Information System

Contractor Evaluations Report (All Contracts)

Dept	Contract	Type	Contractor / Architect Name	Date	Rater	Period	Rate
AV	B746I	CON	Magnum Construction Management, LLC dba MCM	7/28/2014	Juan Carlos Arteaga	Project conclusion or closeout	3.4
AV	B746I	CON	Magnum Construction Management, LLC dba MCM	2/12/2016	Enrique Perez	Completion of construction	3.0
AV	MCC-8-10	CON	Magnum Construction Management, LLC dba MCM	1/1/2019	Enrique Perez	Interim	3.0
AV	MCC-8-10	CON	Magnum Construction Management, LLC dba MCM	2/9/2020	Enrique Perez	Interim	3.0
AV	MCC-8-10	CON	Magnum Construction Management, LLC dba MCM	6/30/2021	Enrique Perez	Interim	3.0
ID	Z00051-TWR WO: 1	CON	Magnum Construction Management, LLC dba MCM	7/11/2018	Humberto Contreras	Interim	3.8
ID	W80052	DES	Magnum Construction Management, LLC dba MCM	10/4/2012	Marc LaFrance	Project conclusion or closeout	3.9
ID	W80021	DES	Magnum Construction Management, LLC dba MCM	9/9/2009	Jose R. Perez, AIA	Completion of construction	3.8
ID	W80021	DES	Magnum Construction Management, LLC dba MCM	9/9/2009	Jose R. Perez, AIA	Interim	3.8
ID	W80052 WO: 2	DES	Magnum Construction Management, LLC dba MCM	9/16/2011	Marc LaFrance	Completion of construction	3.9
ID	W80052	DES	Magnum Construction Management, LLC dba MCM	5/30/2011	Marc LaFrance	Interim	3.8
MT	422003-18-010	CON	Magnum Construction Management, LLC dba MCM	12/13/2023	Lin Li	Interim	3.7
MT	422003-18-010	CON	Magnum Construction Management, LLC dba MCM	4/25/2024	Lin Li	Interim	3.8
SP	2011-014.05 WO: 01	CON	Magnum Construction Management, LLC dba MCM	1/18/2013	Nicolas Perez	Completion of construction	4.0
SP	DB15-SEA-01 WO: CON PCSP1700013	DES	Magnum Construction Management, LLC dba MCM	1/12/2018	Jose A. Cordoves	Completion of construction	4.0
SP	DB15-SEA-01 WO: A-E PCSP1700012	DES	Magnum Construction Management, LLC dba MCM	3/15/2018	Jose A. Cordoves	Project conclusion or closeout	4.0
SP	DB15-SEA-01 WO: A-E PCSP1700012	DES	Magnum Construction Management, LLC dba MCM	3/16/2018	Jose A. Cordoves	Project conclusion or closeout	4.0
T1	663011	CON	Magnum Construction Management, LLC dba MCM	6/12/2008	Neville Hoo	Project conclusion or closeout	3.0
T1	663012	CON	Magnum Construction Management, LLC dba MCM	6/12/2008	Neville Hoo	Project conclusion or closeout	3.0
WS	S-808 (A)	CON	Magnum Construction Management, LLC dba MCM	6/3/2013	Mario Garcia	Project conclusion or closeout	3.2
WS	P0188	7360	Magnum Construction Management, LLC dba MCM	3/27/2017	Nelson Cespedes	Project conclusion or closeout	4.0
WS	S-808 (A)	CON	Magnum Construction Management, LLC dba MCM	2/24/2012	Mario Garcia	Interim	3.5
WS	S-808 (A)	CON	Magnum Construction Management, LLC dba MCM	10/1/2012	Mario Garcia	Interim	3.5
WS	S-808 (A)	CON	Magnum Construction Management, LLC dba MCM	7/2/2010	Mario Garcia	Interim	3.5
WS	S-808 (A)	CON	Magnum Construction Management, LLC dba MCM	5/12/2011	Mario Garcia	Interim	3.6
WS	S-808 (A)	CON	Magnum Construction Management, LLC dba MCM	8/23/2011	Mario Garcia	Interim	3.6
WS	W-943	CON	Magnum Construction Management, LLC dba MCM	3/15/2024	Christian Espinoza	Interim	3.7
WS	S-902	CON	Magnum Construction Management, LLC dba MCM	7/31/2019	Huren An (Jeff)	Completion of construction	3.5
WS	P0250	7360	Magnum Construction Management, LLC dba MCM	10/1/2021	Alvaro Rosario	Completion of construction	4.0
WS	P0250	7360	Magnum Construction Management, LLC dba MCM	7/14/2021	Carlos M. Baro III	Interim	4.0

WS	P0250	7360	Magnum Construction Management, LLC dba MCM	11/18/2021	Carlos M. Baro III	Project conclusion or closeout	4.0

Evaluation Count: 31 Contractors: 1 Average Evaluation: 3.6

Print Exit

Exhibit E

Vendor Profile: Contract Assignments

Help & Tools

Magnum Construction Management, LLC, DBA **MCM**

System Vendor Number: **20122420**
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	0000005962: MDFR STATION 68 DOLPHIN (2021-MDFR-68 ESP)		Johanna Santos Sebastian Loor	10/27/2021 - 12/29/2023	$7,813,044	$6,796,131
Prime	Open	0000009995: PJ#20230001 WO#2 -Hobie Island - (422003-18-010)		Daniel Munilla	3/24/2023 - 12/31/2025	$0	$6,458,379
Prime	Open	0000014520: ZOO-RT1213-C		PEDRO M. MUNILLA	12/27/2023 - 7/31/2027	$0	$1,173
Prime	Open	0000014843: CM24-006A Bicycle Maintenance		PEDRO M. MUNILLA	1/11/2024 - 7/31/2027	$0	$0
Prime	Open	0000015398: EVN0006183 - ZOO-EM0126-C		PEDRO M. MUNILLA	2/1/2024 - 7/31/2027	$0	$626
Prime	Open	0000018163: Bicycle Maintenance		PEDRO M. MUNILLA	5/1/2024 - 7/31/2027	$0	$0
Prime	Closed	DB10-MDT-01 PTP (BUILD): NF-LEHMAN CENTER TEST TRACK / LEHMAN YARD REHABILITATION - EXPANSION PHASE 1 (SIC 15)		Carolyn Modeste	11/20/2012 - 12/31/2019	$23,222,103	$23,784,459
Prime	Closed	DB15-SEA-01 (BUILD): DESIGN-BUILD SERVICES FOR CRUISE TERMINAL F UPGRADES		Carolyn Modeste	9/29/2016 - 1/16/2018	$29,930,252	$598,745
Prime	Closed	DB15-SEA-01 (DESIGN): DESIGN-BUILD SERVICES FOR CRUISE TERMINAL F UPGRADES		Carolyn Modeste	9/29/2016 - 1/16/2018	$3,227,750	$33,761,316
Prime	Closed	MCC - T072H-4: MIA-Lower Concourse E		Carolyn Modeste Anais Torres	4/28/2019 - 12/31/2020	$377,171	$364,794

		Fis 1st and 3rd Floor Door Replacement				
Prime	Closed	MCC- P250A (SAO # 89): MIA Conduit Routing Investigation Curbside Terminal "D"	Carolyn Modeste Anais Torres	7/8/2020 - 7/8/2030	$1,000,000	$0
Prime	Closed	MCC- U-010-D-3: MIA- Concourse E Satellite 400 Hz System Upgrade Phase II	Carolyn Modeste Anais Torres	2/25/2019 - 12/31/2020	$1,142,301	$1,121,723
Prime	Closed	MCC-703A6: NF-NTD-BHS PHASE 3 MECHANICAL - ELECTRICAL	Carolyn Modeste	4/8/2013 - 12/31/2019	$4,762,925	$4,769,054
Prime	Closed	MCC-779Y: NF-MIA - NTD FIS RE-CHECK CONCOURSE LEVEL	Carolyn Modeste Anais Torres	8/6/2013 - 12/31/2019	$4,678,418	$5,330,951
Prime	Closed	MCC-780-D11-A,B, & C: NF-MIA - NEW FIRE-RELATED DAMPERS AT FPL VAULT NOS. 1,2, & 5 NORTH TERMINAL	Carolyn Modeste	7/22/2013 - 12/31/2019	$116,707	$202,922
Prime	Closed	MCC-781-016R0: NF-MIA - NTD BHS PARTS STORAGE RAMP LEVEL MEP	Carolyn Modeste	10/24/2014 - 12/31/2019	$567,755	$567,755
Prime	Open	MCC-8-10: MISCELLANEOUS CONSTRUCTION CONTRACT (CONSTRUCTION MANAGEMENT) (SIC 15)	Carolyn Modeste Anais Torres	12/11/2011 - 9/1/2021	$129,925,000	$123,270,857
Prime	Open	MCC-8-10 - CM: MCC - Construction Management	Carolyn Modeste Anais Torres	12/11/2011 - 8/29/2020	$12,886,035	$13,568,186
Prime	Open	MCC-9-18: GENERAL CONTRACTOR FOR MCC	Carolyn Modeste Anais Torres	12/1/2021 - 12/1/2026	$50,094,016	$13,625,405
Prime	Open	MCC-9-18 - CM: MCC - Construction Management	Carolyn Modeste Anais Torres	12/1/2021 - 12/1/2026	$5,000,000	$3,675,988
Prime	Open	MCC-AA046A: MIA - Concourse E and Satellite E Third FL APM Platform Annunciation System	Carolyn Modeste Anais Torres	7/14/2022 - 7/13/2023	$347,951	$212,661
Prime	Open	MCC-AA126A-1: MIA - NTD AA Ramp Level Restrooms Project	Carolyn Modeste Anais Torres	12/1/2021 - 12/1/2026	$2,164,745	$1,183,137
Prime	Open	MCC-AA126A-2: MIA - NTD AA Ramp Level Restrooms Project (2)	Carolyn Modeste Anais Torres	12/1/2021 - 12/1/2026	$2,463,519	$1,102,831

Prime	Open	MCC-AA126A-3: MIA - NTD AA Ramp Level Restrooms Project	Carolyn Modeste	12/1/2021 - 12/1/2026	$2,064,959	$1,317,662
Prime	Open	MCC-AA136A: MIA BAGGAGE CLAIM SECURITY CAMERAS	Carolyn Modeste	12/7/2022 - 12/6/2023	$1,799,519	$1,579,756
Prime	Open	MCC-AB050A: MIA-Building 3050 Demolition STE Enabling	Carolyn Modeste Anais Torres	10/3/2023 - 10/2/2024	$3,192,222	$1,987,416
Prime	Open	MCC-AC007A: MIA-Building 3030 1st Floor D Wing Tenant Relocation	Carolyn Modeste Anais Torres	4/27/2023 - 4/26/2024	$670,490	$245,006
Prime	Open	MCC-BA076A - SAO 7: MIA - Building 5A Electrical Work – Quick Response	Carolyn Modeste Anais Torres	4/3/2023 - 5/22/2023	$17,150	$15,551
Prime	Open	MCC-BA076A-SAO #11: Quick Response Renovations	Carolyn Modeste Anais Torres	10/11/2023 - 10/10/2024	$36,514	$0
Prime	Closed	MCC-D-022A: NF-MIA - CENTRAL MARKETPLACE, PHASE II & IIII	Carolyn Modeste Jorge Munilla	4/1/2013 - 12/31/2019	$3,170,291	$3,239,965
Prime	Closed	MCC-D-105-C: NF-MIA - DOLPHIN & FLAMINGO PARKING GARAGE STRUCTURAL REPAIRS	Carolyn Modeste Anais Torres	11/21/2013 - 12/31/2019	$7,054,357	$7,284,481
Prime	Open	MCC-D105C-1A: Miami Dolphin - Flaming 40 Year Re-Certification Repairs	Carolyn Modeste Anais Torres Virginia Mirabal	7/20/2023 - 7/19/2024	$3,578,752	$78,359
Prime	Closed	MCC-K-069B (PHASE II): NF-MIA - HOTEL 8TH FLOOR POOL DEMOLITION (SIC 15)	Carolyn Modeste	7/3/2012 - 12/31/2019	$5,649,608	$5,713,132
Prime	Closed	MCC-M018A-273 - B313A: NF-SOUTH TERMINAL 5TH FLOOR MECHANICAL ROOM 5K02 EXITING MODIFICATIONS	Carolyn Modeste	7/29/2013 - 12/31/2019	$35,526	$34,921
Prime	Closed	MCC-O-043-A / Q043A: NF-MIA-BUILDING 861, 862, & 863 PHASE 2 CONSTRUCTION	Carolyn Modeste Jorge Munilla	9/13/2013 - 12/31/2019	$748,167	$750,753
Prime	Closed	MCC-P-046-A: NF-MIA - REPAIRS & MODIFICATION OF CENTRAL CHILLER PLANT EAST & CENTRAL TERMINAL	Carolyn Modeste	9/25/2013 - 12/31/2019	$10,441,229	$9,950,599

Prime	Closed	MCC-P-109-A: Bearing Modifications to Bridge #3062 B & C	Carolyn Modeste Anais Torres	5/17/2018 - 12/31/2020	$274,381	$257,118
Prime	Closed	MCC-P-256-B: Interior Wash Rack for Swissport Facility (Bldg 701)	Carolyn Modeste Anais Torres	6/15/2018 - 12/31/2020	$384,078	$368,184
Prime	Closed	MCC-P-256-C(I): Relocation of Swissport Interior Offices	Carolyn Modeste Anais Torres	7/30/2018 - 12/31/2020	$665,402	$608,980
Prime	Open	MCC-P-256-C(S): Relocation of Swissport Shop and Offices	Carolyn Modeste Anais Torres	1/23/2018 - 4/23/2018	$711,775	$711,775
Prime	Closed	MCC-P-256-C(T): Relocation of Triangle Shop and Offices	Carolyn Modeste Anais Torres	8/30/2018 - 12/31/2020	$609,661	$618,128
Prime	Closed	MCC-P-256-D: Fumigation Facility Relocation	Carolyn Modeste Anais Torres	10/1/2018 - 12/31/2020	$1,096,717	$1,432,030
Prime	Closed	MCC-P049A - 132702: NF-MIA - ELEVATOR SUMP PUMPS @ CC "E" LOBBY	Carolyn Modeste	3/27/2015 - 12/31/2019	$158,025	$142,130
Prime	Closed	MCC-R-023-A: Outfall No. 2 & 3 Boom & Skimmer System	Carolyn Modeste	4/24/2018 - 12/31/2020	$1,722,858	$1,617,110
Prime	Closed	MCC-R-044-A: MIA Lobby/Public Space Renovations	Carolyn Modeste	4/1/2013 - 12/31/2020	$2,995,865	$3,642,865
Prime	Closed	MCC-R-107-A: NF-MIA-MIDFIELD FIRE STATION	Carolyn Modeste Jorge Munilla	6/3/2013 - 12/31/2019	$257,665	$239,258
Prime	Closed	MCC-S-100A: NF-MIA - CC "G" EXISTING SWITCHGEAR REPLACEMENT AND GROUND SUPPORT SERVICES	Carolyn Modeste Jorge Munilla	10/19/2015 - 12/31/2019	$1,959,981	$1,959,981
Prime	Closed	MCC-S-103A: NF-MIA-RELOCATION OF RUNWAY 8L LOCALIZER SHELTER	Carolyn Modeste Jorge Munilla	12/3/2013 - 12/31/2019	$129,517	$156,926
Prime	Closed	MCC-SAO 1/7: MIA Aero Mexico Offices	Carolyn Modeste	5/16/2019 - 12/31/2020	$16,083	$16,083
Prime	Closed	MCC-SAO 10/20: MIA NTD FIS Security Doors Upgrade	Carolyn Modeste	1/8/2013 - 12/31/2020	$112,903	$112,903
Prime	Closed	MCC-SAO 11: MIA NTD FIS Station Interior Finish	Carolyn Modeste	3/20/2013 - 12/31/2020	$868	$868
Prime	Closed	MCC-SAO 12: MIA	Carolyn Modeste	2/28/2013 -	$3,311	$3,311

		Top of Port Restauranr MIA Hotel - Flooring		12/31/2020		
Prime	Closed	MCC-SAO 14 - T044A (#14/21/24/34): MIA OPF Building 40 & 41 Repairs & Renov	Carolyn Modeste	7/9/2013 - 12/31/2020	$268,408	$268,408
Prime	Closed	MCC-SAO 16/63: MIA Conc H Gates 7, 9, & 11	Carolyn Modeste	7/31/2013 - 12/31/2020	$3,429	$3,429
Prime	Closed	MCC-SAO 17/35: MIA NTD CPB Lamps - Procurement	Carolyn Modeste	7/26/2013 - 12/31/2020	$3,778	$3,778
Prime	Closed	MCC-SAO 18: MIA Conc H Canopy Replacement	Carolyn Modeste	7/26/2013 - 12/31/2020	$121,946	$121,946
Prime	Closed	MCC-SAO 19: MIA NTD Backup A/C Units Installation	Carolyn Modeste	9/9/2013 - 12/31/2020	$66,060	$66,060
Prime	Closed	MCC-SAO 2/36: MIA Chiller Plant Tile Removal	Carolyn Modeste	8/16/2012 - 12/31/2020	$69,304	$69,304
Prime	Closed	MCC-SAO 21 - T044A (#14/21/24/34): MIA OPF Building 40 & 41 Repairs & Renov	Carolyn Modeste	1/23/2014 - 12/31/2020	$17,702	$17,702
Prime	Closed	MCC-SAO 22/25: MIA Central Blvd Piers	Carolyn Modeste	10/31/2013 - 12/31/2020	$17,363	$17,363
Prime	Closed	MCC-SAO 23: MIA Train Station Scaffolding	Carolyn Modeste	1/8/2014 - 12/31/2020	$13,707	$13,707
Prime	Closed	MCC-SAO 24/34 - T044A (#14/21/24/34): MIA OPF Building 40 & 41 Repairs & Renov	Carolyn Modeste	2/14/2014 - 12/31/2020	$21,380	$21,380
Prime	Closed	MCC-SAO 28: MIA Cc Hotel Elevator - Opening for Buttons	Carolyn Modeste	6/11/2014 - 12/31/2020	$3,489	$3,489
Prime	Closed	MCC-SAO 29: MIA Cc Hotel 3rd Floor Plumbing Work	Carolyn Modeste	6/11/2014 - 12/31/2020	$76,561	$76,561
Prime	Closed	MCC-SAO 3/6/26/27: MIA Conc J Club Amer- Procure America (SAO 3, 6, 26, 27)	Carolyn Modeste	7/20/2012 - 12/31/2020	$139,524	$139,524
Prime	Closed	MCC-SAO 30: MIA Cc E Check Point HVAC	Carolyn Modeste	6/17/2014 - 12/31/2020	$1,248	$1,248
Prime	Closed	MCC-SAO 31: MIA Chapel Cladding	Carolyn Modeste	4/21/2014 - 12/31/2020	$5,079	$5,079
Prime	Closed	MCC-SAO 32: MIA Hotel 7th Floor Panel Access	Carolyn Modeste	6/11/2014 - 12/31/2020	$1,379	$1,379

Prime	Closed	MCC-SAO 33: MIA Hotel 7th Floor Panel Access	Carolyn Modeste	6/11/2014 - 12/31/2020	$12,363	$12,363
Prime	Closed	MCC-SAO 37/38: MIA FIS Add'l APC (Passport Readers)	Carolyn Modeste	5/28/2015 - 12/31/2020	$225,485	$225,485
Prime	Closed	MCC-SAO 39: MIA D FIS Add'l APCs 3rd Level Extra	Carolyn Modeste	9/22/2015 - 12/31/2020	$24,314	$24,314
Prime	Closed	MCC-SAO 4: MIA MIC Mover Bollards/Gate Installation	Carolyn Modeste	10/4/2012 - 12/31/2020	$10,586	$10,586
Prime	Closed	MCC-SAO 40/44: MIA Hotel Roof Repair Hotel (Lobby)	Carolyn Modeste	9/12/2015 - 12/31/2020	$11,684	$11,684
Prime	Closed	MCC-SAO 41: MIA Building 845 Interior Paint	Carolyn Modeste	8/31/2015 - 12/31/2020	$94,206	$94,206
Prime	Closed	MCC-SAO 42: MIA Electrical Survey Cc G & H	Carolyn Modeste	11/3/2015 - 12/31/2020	$32,290	$32,290
Prime	Closed	MCC-SAO 43: MIA Hotel Steel Retrofit	Carolyn Modeste	11/9/2015 - 12/31/2020	$272,989	$272,989
Prime	Closed	MCC-SAO 45: MIA Unsafe Stucco @ Terminal E	Carolyn Modeste	3/4/2016 - 12/31/2020	$21,663	$21,663
Prime	Closed	MCC-SAO 46: MIA Wall of Honor (SAO #46, 48, 50, 52)	Carolyn Modeste	3/4/2016 - 12/31/2020	$223,825	$223,825
Prime	Closed	MCC-SAO 47: MIA Hotel Steel Retrofit - Extra Work	Carolyn Modeste	4/8/2016 - 12/31/2020	$58,067	$58,067
Prime	Closed	MCC-SAO 49: MIA Hotel Steel Retrofit - Add'l Work	Carolyn Modeste	5/26/2016 - 12/31/2020	$617	$617
Prime	Closed	MCC-SAO 5/13: MIA Midfield Fire Station - Kitchen	Carolyn Modeste	8/10/2012 - 12/31/2020	$69,617	$69,617
Prime	Closed	MCC-SAO 51: MIA Central/So MCP Elect. Survey	Carolyn Modeste	6/3/2016 - 12/31/2020	$54,064	$54,064
Prime	Closed	MCC-SAO 53/58/75: MIA Lower E Emergency Pull Station (SAO #53, 58, 75)	Carolyn Modeste	9/12/2016 - 12/31/2020	$77,834	$77,834
Prime	Closed	MCC-SAO 54: MIA Cent Ticket Counters (UA) Demo Work	Carolyn Modeste	8/15/2016 - 12/31/2020	$97,439	$97,439
Prime	Closed	MCC-SAO 56/69/84/86: MIA Cc E Satellite - 400 hz Replacement	Carolyn Modeste	1/20/2016 - 12/31/2020	$271,571	$268,302
Prime	Closed	MCC-SAO 57/60: MIA Renov. ID Section -	Carolyn Modeste	1/18/2016 - 12/31/2020	$7,460	$7,460

		Debris Removal				
Prime	Closed	MCC-SAO 62: MIA E-FIS 1st, 2nd, 3rd Floor HVAC (SAO 62, 67, 68, 72)	Carolyn Modeste	7/7/2017 - 12/31/2020	$262,278	$262,278
Prime	Closed	MCC-SAO 64: MIA E-FIS Water Fountains/Sink (SAO #64, 73, 74)	Carolyn Modeste	8/14/2017 - 12/31/2020	$34,429	$34,429
Prime	Closed	MCC-SAO 76: MIA Bldg 3030 2nd FL Paint & Light (SAO #76, 77, 78)	Carolyn Modeste	8/29/2018 - 12/31/2020	$118,213	$118,213
Prime	Closed	MCC-SAO 8: MIA FIS Inspect. Station Int Fin	Carolyn Modeste	11/8/2012 - 12/31/2020	$89,680	$89,680
Prime	Closed	MCC-SAO 80/83/85: MIA Terminal F TSA Onsite Consolidational (SAO #80, 83, 85)	Carolyn Modeste Anais Torres	5/16/2019 - 12/31/2020	$325,100	$325,100
Prime	Closed	MCC-SAO 81/87: MIA E-FIS Carousel #4 (SAO #81/87)	Carolyn Modeste Anais Torres	8/19/2019 - 12/31/2020	$94,389	$112,316
Prime	Closed	MCC-SAO 88/90: MIA - New Entrance Wall Enclosure - Bldg. 3030 E Wing	Carolyn Modeste Anais Torres	7/20/2020 - 8/19/2020	$40,264	$40,264
Prime	Closed	MCC-SAO 89: MIA - Conduit Routing Investigation Curbside Terminal D	Carolyn Modeste Anais Torres	7/28/2020 - 7/29/2020	$1,565	$1,565
Prime	Closed	MCC-SAO 9: MIA Conc G Phase II Layout & X-ray	Carolyn Modeste	2/20/2013 - 12/31/2020	$12,280	$12,280
Prime	Closed	MCC-T-072-D: MIA-LOWER CONCOURSE "E" APM STATION 4TH FLOOR	Carolyn Modeste	10/15/2015 - 12/31/2020	$2,246,012	$2,246,012
Prime	Open	MCC-T-072-E: Lower Concourse E 3rd Level Sterile Corridor	Carolyn Modeste Anais Torres	9/12/2018 - 12/31/2020	$1,857,865	$1,891,534
Prime	Closed	MCC-T-072-F: MIA-Lower Concourse "E" Mechanical Room Upgrades	Carolyn Modeste Anais Torres	3/19/2019 - 12/31/2020	$507,826	$438,934
Prime	Closed	MCC-T-072-H - aka - T074H: NF-MIA - E FIS RENOVATIONS, 1ST LEVEL (# 1)	Carolyn Modeste	2/24/2017 - 12/31/2019	$1,890,916	$1,894,711
Prime	Closed	MCC-T-072-H-2: MIA-Lower Concourse E FIS Renovations Third Floor (# 3)	Carolyn Modeste	8/29/2017 - 12/31/2020	$357,550	$357,550

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Vendor Profile: Contract Assignments

Help & Tools

Magnum Construction Management, LLC, DBA **MCM**

System Vendor Number: **20122420**
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	Closed	MCC-T012A-3: MIA-Concourse H Vertical Core Modifications		LUIS MUNILLA Pedro Munilla	10/26/2022 - 10/25/2023	$1,719,643	$2,388
Prime	Closed	MCC-T072-H: MIA- E-FIS Renovations Security & Access Control 1st, 3rd Levels (# 2)		Carolyn Modeste	5/9/2017 - 12/31/2020	$1,264,833	$1,404,474
Prime	Open	MCC-T072A-2: MIA Lower Conc. E Checkpoint Interior		Carolyn Modeste	9/15/2015 - 12/31/2015	$153,939	$153,939
Prime	Open	MCC-T072B-3: MIA-Lower Concourse E – 400 Hz Generator Room Upgrades		Carolyn Modeste	1/24/2023 - 1/23/2024	$443,515	$530,515
Prime	Open	MCC-T072E-1: MIA-CBP Offices at Concourse E 3rd level		Carolyn Modeste	12/9/2022 - 12/8/2023	$208,240	$158,535
Prime	Closed	MCC-U-010-C: MIA-Airside Operation Break Room		Carolyn Modeste Anais Torres	11/29/2018 - 12/31/2020	$378,053	$478,388
Prime	Closed	MCC-U-010-D-2: MIA- PC Air Temporary EGCW Plant For Lower 'E" Service		Carolyn Modeste Anais Torres	2/6/2019 - 12/31/2020	$2,818,245	$2,621,078
Prime	Closed	MCC-U-010-F: NF-MIA-SATELLITE E-AHU-1 REPLACEMENT		Carolyn Modeste	9/7/2017 - 12/31/2019	$423,053	$406,344
Prime	Open	MCC-U-0107F-7.1: MIA New Elevator at E-Satellite		Carolyn Modeste Anais Torres	8/12/2020 - 10/12/2020	$4,006,198	$3,397,972
Prime	Closed	MCC-U-055-A: NF-MIA-INTERIOR RENOVATIONS		Carolyn Modeste	4/14/2016 - 12/31/2019	$2,988,349	$2,988,349

		RELOCATION OF ID SECTION AND DRIVERS TRAINING				
Prime	Open	MCC-U010F-5-SAO 04: MIA Satellite E - AHU#5 & AHU#6 Ramp Level (Airside Ops Breakroom)	Carolyn Modeste Anais Torres	12/1/2021 - 12/1/2026	$160,785	$160,155
Prime	Closed	MCC-U023A: MIA-Terminal H FL2 Area A- Smoke Evacuation System	Carolyn Modeste	12/6/2019 - 12/6/2050	$988,996	$1,223,220
Prime	Closed	MCC-U037-A: MIA-UNITED AIRLINES COLOCATION PROJECT PACKAGE "A" ATO RENOVATIONS	Carolyn Modeste	9/16/2016 - 12/31/2020	$361,454	$361,454
Prime	Closed	MCC-V-040A-1: NF-MIA - SATELLITE E PAVEMENT REHABILITATION - PACKAGE #1	Carolyn Modeste	10/29/2015 - 12/31/2019	$1,590,091	$1,523,011
Prime	Closed	MCC-V-040A-2: MIA-SATELLITE E AIRSIDE IMPROVEMENTS Pavement Rehab - PACKAGE #2 PAVEMENT / CONCRETE WORK	Carolyn Modeste Jorge Munilla	8/28/2015 - 12/31/2020	$3,879,068	$3,201,676
Prime	Closed	MCC-V-040A-3: NF-MIA-SATELLITE E PAVEMENT REHABILITATION - PACKAGE #3 BITUMINOUS CONCRETE MILLING, DEMOLITION AND PAVING (PRE CONST. POD #43).	Carolyn Modeste Anais Torres	11/12/2015 - 12/31/2019	$1,167,666	$1,017,074
Prime	Closed	MCC-V-040A-4: NF-MIA-SATELLITE E PAVEMENT REHABILITATION-PACKAGE #4 FUEL SYSTEM AND ENVIRONMENTAL CONTROLS(PRE-CONST POD #44)	Carolyn Modeste	10/27/2015 - 12/31/2019	$13,569,747	$13,569,747
Prime	Closed	MCC-V-056-A: Cc D Mechanical Rooms Mildew Remediation	Carolyn Modeste Anais Torres	12/11/2011 - 8/29/2020	$159,219	$151,282
Prime	Closed	MCC-V-059-A: MIA-RCF D60 GATE NEW SWING DOORS	Carolyn Modeste Anais Torres	2/22/2019 - 12/31/2020	$395,963	$468,184
Prime	Closed	MCC-V-075-A: MIA-STRUCTURAL	Carolyn Modeste	8/6/2015 - 12/31/2020	$552,275	$552,275

		BRIDGE REPAIRS NO. 3111				
Prime	Open	MCC-V-089-B: MIA-Building 716 Restroom Upgrade and Renovation-Concourses F, G, H	Carolyn Modeste Anais Torres	4/15/2019 - 12/31/2020	$1,293,292	$1,298,056
Prime	Closed	MCC-V-102-A: MIA-OPF Custom Building Remodeling	Carolyn Modeste Virginia Mirabal	5/3/2019 - 12/31/2020	$1,032,590	$1,708
Prime	Closed	MCC-V003A - SAO #37: MCC Quick Response - MIA D FIS Additional APC - 3rd Level - PO#4 + POMs #1,2 & 3	Carolyn Modeste Jorge Munilla	5/7/2015 - 5/22/2015	$254,044	$225,485
Prime	Open	MCC-V008F-SAO 03: MIA Cc F Millwork Demolition and Removal and Install New Transformer with New 120/280V Panel along with Receptacles	Carolyn Modeste Anais Torres	6/2/2022 - 6/1/2023	$69,662	$69,662
Prime	Closed	MCC-V043-A: MIA-TICKET COUNTERS F,G PHASE 1 (UNITED AIRLINES)	Carolyn Modeste	9/23/2016 - 12/31/2020	$771,071	$771,071
Prime	Closed	MCC-W-016-B: MIA Employee Parking Lot Improvements	Carolyn Modeste Virginia Mirabal	6/15/2020 - 6/15/2021	$1,067,451	$0
Prime	Closed	MCC-W001-A: MIA Overhead Utility Bridge #36-Emergency Work	Carolyn Modeste	3/11/2016 - 12/31/2020	$2,972,706	$2,981,675
Prime	Open	MCC-W064A-SAO 02: MIA- Concourse E through F Life Safety Updates	Carolyn Modeste Anais Torres	12/1/2021 - 12/1/2026	$117,922	$134,105
Prime	Closed	MCC-X-045-A: NF-MIA CONCOURSE J - GATE 3 - EDS ROOM	Carolyn Modeste	9/19/2017 - 10/31/2017	$431,313	$400,273
Prime	Open	MCC-X-113-A: MIA--AA Admiral's Club MDAD Infrastructure & New Stair	Carolyn Modeste Anais Torres	2/22/2019 - 12/31/2020	$1,730,240	$2,192,732
Prime	Open	MCC-X-116-A: MIA-Concourse H-Bathroom Renovation	Carolyn Modeste Anais Torres	2/22/2019 - 12/31/2020	$2,634,823	$3,138,987
Prime	Closed	MCC-X149A: CONCOURSE G AIRCRAFT PRECOOLING & 400 Hz CONVERTER INSTALLATION	Carolyn Modeste	12/11/2018 - 12/31/2020	$1,889,530	$1,859,001

Prime	Closed	MCC-Y-128-A: MIA - Building 3030 D-Wing Remodeling	Carolyn Modeste	8/18/2020 - 2/18/2021	$440,757	$419,044
Prime	Closed	MCC-Y-145-A: Miami Homestead General Aviation Security	Carolyn Modeste Anais Torres	2/12/2019 - 12/31/2020	$698,694	$672,918
Prime	Closed	MCC-Y128A-SAO 01: MIA - Building 3030 Office Remodel D-Wing Phase ll	Carolyn Modeste Anais Torres	12/1/2021 - 12/1/2026	$260,165	$284,237
Prime	Closed	P0250: EMERGENCY REPAIR 36INCH WATER MAIN NE 79 ST BRIDGE	Johanna Santos Alejandro Munilla	6/4/2021 - 7/31/2021	$498,300	$383,334
Prime	Closed	S-902: CD 4.10(2) INSTALLATION OF APPROXIMATELY 10,000 LF OF 54-INCH DI FORCE MAIN ALONG THE SOUTH RIGHT OF WAY OF BISCAYNE CANAL (C-8) FROM NW 57TH AVE TO NW 37TH AVE	Anais Torres	9/20/2016 - 10/27/2018	$12,247,894	$11,928,822
Prime	Open	TW943: Furn. & Inst 36" DIWM NW 106 S	Daniel Munilla Johanna Santos	10/4/2021 - 3/12/2023	$13,454,233	$12,056,964
Prime	Open	X116A: MIA CONC H RESTROOMS RENOVATIONS - PHASE IV - PO#23	Carolyn Modeste Anais Torres	3/14/2023 - 7/31/2023	$1,029,207	$488,956
Prime	Closed	Z00051-TWR: JOSEPH CALEB CENTER (JCC) ATRIUM REFURBISHMENT AND FACILITY RENOVATIONS	Daniel Munilla	7/7/2017 - 12/8/2018	$9,027,880	$8,938,504

101 - 140 of **140** records displayed: **Previous Page** **< Page** **2** **> Next Page** Records per page **100**

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Exhibit F

Office of Small Business Development

Project Worksheet

Project/Contract Title:	**Miami International Airport (MIA) South Terminal Concourse H Rehabilitation - Phase 1**	**Received Date:**	**2/16/2024**
Project/Contract No:	**AA018B**	**Funding Source:**	**Future Financing**
Department:	**Aviation**		
Estimated Cost of Project/Bid:	**$11,169,069.00**		
Description of Project/Bid:	**Miami-Dade County, as represented by Miami-Dade Aviation Department ("MDAD") requires services of one (1) qualified, licensed General Contractor to provide construction services. This Project consists of the replacement of the glass panels and/or curtain walls in Concourse H that have been identified by a forensic engineer as replacement due to ongoing delamination of the existing glass panels. The General Contractor will replace all delaminated glass panels identified in the Contract Documents to satisfy and ensure a water-tight enclosure.**		

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	DBE	20.46%

Reasons for Recommendation

This Project Worksheet is being resubmitted due to a change in the funding source. The project was previously submitted as Project No. MDAD-CIP-AA018B and assigned SBE goals. It has now been resubmitted as Project No. AA018B and reviewed pursuant to 49 CFR Part 26 due to the use of federal funds as the funding source.. SBD reviewed this project pursuant to Federal Regulation 49 CFR, Part 26 for project number AA018B. Project information analyzed included the project's scope of services, estimated project cost, minimum requirements/qualifications, and funding source. A 20.46% DBE Goal is appropriate for subcontracting opportunities in the following areas: Janitorial and Custodial Services at 3%, Metals at 9.15%, Woods Plastic & Composites at 0.5%, and Thermal & Moisture Protection at 7.81%.

Project Cost: Construction $8,791,683.00 + Contingency $1,012,838.00 + IG Fees $27,853.00 + Airline requirements & MOT Allowance $1,336,695 = $11,169,069.00

Davis Bacon, Building Wages are applicable to this project.

NAICS 238150 Curtain wall, glass, installation, NAICS 238910 Demolition contractor, NAICS 238990 Fence installation (except electronic containment fencing for pets), NAICS 236220 Commercial and Institutional Building Construction, NAICS 238320 Painting and Wall Covering Contractors, NAICS 238210 Electrical Contractors and Other Wiring Installation Contractors, NIGP 91039 Janitorial and Custodial Services, NAICS 238390 Waterproofing contractors, NAICS 331110 Galvanizing metals and metal formed products made in iron and steel mills

Small Business Contract Measure Recommendation

Subtrade	Category
Commercial and Institutional Building Construction	DBE
Janitorial/Custodial Services	DBE
Wood & Plastics	DBE
Metals	DBE
Thermal and Moisture Protection	DBE

Davis Bacon Wages:	**YES** [X]	**NO** [ ]	**Highway:**	**YES** [ ]	**NO** [X]	**Heavy Construction:**	**YES** [ ]	**NO** [X]
Responsible Wages:	**YES** [ ]	**NO** [X]	**Building:**	**YES** [X]	**NO** [ ]			

County Mayor (Aviation Only)

03.01.2024

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 Magnum Construction Management , LLC d/b/a as MCM

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 INTERNATIONAL AIRPORT (MIA) SOUTH TERMINAL CONCOURSE H REHABILITATION - PHASE 1

BID NO: AA018B

CONTRACT TIME: Completion of the Work within the Contract Time is of the essence. The Contract Time for this Work is 786 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 Safety and Phasing Plans (CSPP) and Construction plans/drawings prepared by 305 Consulting Engineers LLC. The following Liquidated Damages will be deducted from the Contract amount of $596.84 for each calendar day delay due to a Non-Excusable Delay. Measurement shall be per day or part thereof, and hour or part thereof.

LIQUIDATED INDIRECT COSTS: Liquidated Indirect Costs recoverable by the Contractor shall be $1,812 per day for each day the project is delayed.

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

Eleven Million Forty Thousand Seven Hundred and Ninety Dollars and Twenty-Five Cents ($11,040,790.25), consisting of the following accepted items or schedules of Work as taken from the Bid Form:

Total Price Items	$	10,012,051.92
Contingency Allowance Account	$	1,001,205.19
Inspector General Audit Account	$	27,533.14
TOTAL MAXIMUM CONTRACT AMOUNT	$	11,040,790.25

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

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and
Comptroller

By: _____
Clerk

(MIAMI-DADE COUNTY SEAL)

CONTRACTOR (If Corporation)

Magnum Construction Management, LLC d/b/a MCM
(Corporate Name)

Approved for Form and Legal Sufficiency

By: _____
President

_____
(Assistant County Attorney)

Attest: _____
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)

Miami Dade Aviation Department

Bid No. AA018B

Miami International Airport (MIA)
South Terminal Concourse H Rehabilitation - Phase I

Submitted By:

Magnum Construction Management, LLC
6201 SW 70th Street, 1st Floor
Miami, FL 33143
305-541-0000

A StrongCore Company

BID SUBMITTAL DATA

BID OPENING DATE: Monday, April 22, 2024

MIAMI INTERNATIONAL AIRPORT (MIA) SOUTH TERMINAL CONCOURSE H REHABILITATION - PHASE 1
PROJECT No.: AA018B

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: Magnum Construction Management, LLC. d/b/a MCM

Address: 6201 SW 70th Street, 1st Floor
Miami, FL 33143

Set Number: 1

BID FORM

MIAMI-DADE COUNTY, FLORIDA **DATE:** April 22, 2024
BIDDER Magnum Construction Management, LLC. d/b/a MCM
ADDRESS 6201 SW 70th Street, 1st Floor Miami, FL 33143

TELEPHONE NO. 305-541-0000 **EMAIL:** dmunilla@mcm-us.com

PROJECT TITLE: **MIAMI INTERNATIONAL AIRPORT (MIA) SOUTH TERMINAL CONCOURSE H REHABILITATION - PHASE 1**

BID NUMBER: **AA018B**

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:

Addendum No. 1 Addendum No. 3 Addendum No. 5 Addendum No. ____

Addendum No. 2 Addendum No. 4 Addendum No. 6 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: **20.46%**

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 786 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 305 Consulting Engineers LLC. The following Liquidated Damages will be deducted from the Contract amount of $596.84 for each calendar day delay due to a Non-Excusable Delay. Measurement shall be per day or part thereof, and hour or part thereof.

LIQUIDATED INDIRECT COSTS: Liquidated Indirect Costs recoverable by the Contractor shall be $1,812 per day for each day the project is delayed.

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

REVISED

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

PROJECT: MIAMI INTERNATIONAL AIRPORT (MIA) SOUTH TERMINAL CONCOURSE H REHABILITATION - PHASE 1

BID NO.: AA018B

Miami-Dade County will calculate the amount (sum of Items 1 through 16)

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.

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.

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.

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.

The Manufacturer/Installer's total bid amount shall include all employees out of pocket expenses, including travel, per diem, and miscellaneous costs and fees.

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REVISED

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

Item #	Description	Quantity	Unit of Measurement	Unit Price
1	DIVISION 01 - GENERAL REQUIREMENTS: PROJECT STAFF	~~78~~ 1	Lump Sum	$ 3,000,000.00
2	DIVISION 01 - GENERAL REQUIREMENTS: MOBILIZATION	1	Lump Sum	$ 800,000.00
3	DIVISION 01 - GENERAL REQUIREMENTS: SURVEYING	~~9~~ 1	~~Each~~ LUMP SUM	$ 4,811,368.92
4	DIVISION 01 - GENERAL REQUIREMENTS: TEMPORARY UTILITIES	~~9~~ 1	~~Each~~ LUMP SUM	$ 580,000.00
5	DIVISION 01 - GENERAL REQUIREMENTS: SCAFFOLD PLATFORM/PROTECTION FOR PLBs	~~9~~ 1	~~Each~~ LUMP SUM	$ 80,000.00
6	DIVISION 01 - GENERAL REQUIREMENTS: TEMPORARY PROTECTION & BARRICADES (INTERIOR)	~~9~~ 1	~~Each~~ LUMP SUM	$ 40,000.00
7	DIVISION 01 - GENERAL REQUIREMENTS: TEMPORARY BARRICADES & FENCING	~~9~~ 1	~~Each~~ LUMP SUM	$ 200,000.00
8	DIVISION 01 – CLEANING & PROTECTION	~~9~~ 1	~~Each~~ LUMP SUM	$ 500,000.00
9	DIVISION 02 – EXISTING CONDITIONS: DEMO OF CURTAINWALL SYSTEMS	18,502	Square Foot	$ .01
10	DIVISION 02 – EXISTING CONDITIONS: DEMO OF MISC. METALS & SUPPORTS	6,255	Linear Foot	$ .01
11	DIVISION 05 – METALS: MISCELLANEOUS METALS	21	Ton	$ .01
12	DIVISION 06 – WOOD, PLASTICS & COMPOSITES	6,255	Linear Foot	$ .01
13	DIVISION 07 – THERMAL & MOISTURE PROTECTION: INTUMESCENT PAINTING	6,255	Linear Foot	$ .01
14	DIVISION 07 – THERMAL & MOISTURE PROTECTION: FIRESTOPPING	6,255	Linear Foot	$ .01
15	DIVISION 07 – THERMAL & MOISTURE PROTECTION: JOINT SEALANTS	6,255	Linear Foot	$ .01
16	DIVISION 08 – OPENINGS: GLAZED ALUMINUM CURTAIN WALL	18,502	Square Foot	$ .01

CONTINUES ON NEXT PAGE

REVISED

NOTE: ALLOWANCE ACCOUNT(S):

Contingency ALLOWANCE ACCOUNT (Amount in Words)	10% OF TOTAL BID ITEM TABLE A (Amount in Figures)
Inspector General (Amount in Words)	0.25% OF TOTAL BID ITEM TABLE A (Amount in Figures)

DBE Forms

A STRONGCORE COMPANY

EXHIBIT A

MIAMI INTERNATIONAL AIRPORT

MIAMI-DADE COUNTY

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 20.46 % 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: Magnum Construction Management, LLC d/b/a MCM

Address: 6201 SW 70th Street, 1st Floor

City: Miami State: FL Zip: 33143

Telephone: 305-541-0000

State Registration No. CGC1529444

By: _____ Title: Vice President
(Signature)

Pedro M. Munilla Date: 4/25/2024
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: World of Frameless Glass, Inc.

Address: 2342 NE 197th Street

City: Miami State: FL Zip: 33180

Telephone: 305-801-3076

Description of work to be performed by DBE firm: Furnish + Install Glass + Glazing work.

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 13.68 %.

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.

1 of 1 records, Page 1 of 1

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : WORLD OF FRAMELESS GLASS INC

Vendor Name	Vendor Seq Nbr	Vendor Business Description	Vendor DBA Name	Vendor Website	Vendor DBE Contact Name	Vendor DBE Contact Phone	Vendor DBE Contact Fax	Vendor DBE Contact Email Ad
WORLD OF FRAMELESS GLASS INC	000003134	GLASS AND GLAZING CONTRACFTOR			TULIO ROSADO	(305) 801-3076	(305) 931-4490	TAROSADO@WORLDOFFRAM

MDC069

MIAMI-DADE COUNTY
Daniella Levine Cava, Mayor

Office of Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111 F 305-375-3160
miamidade.gov

April 22, 2024

Tulio Rosado
World of Frameless Glass, Inc.
2342 NE 197TH Street
Miami, FL 33180

Approval Date: January 31, 2024 Small Business Enterprise - Construction (SBE-Con)
Expiration Date: January 31, 2027

Dear Tulio Rosado,

Miami-Dade County Office of Small Business Development (SBD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Construction (SBE-Con) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: https://www.miamidade.gov/global/business/smallbusiness/home.page. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: https://www.miamidade.gov/global/business/procurement/home.page. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

NAICS 238150: GLASS AND GLAZING CONTRACTORS

EXHIBIT A

MIAMI INTERNATIONAL AIRPORT — MIAMI-DADE COUNTY

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 20.46 % 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: Magnum Construction Management, LLC d/b/a MCM

Address: 6201 SW 70th Street, 1st Floor

City: Miami State: FL Zip: 33143

Telephone: 305-541-0000

State Registration No. CGC1529444

By: _____ Title: Vice President
(Signature)

Pedro M. Munilla Date: 4/25/24
(Print Name)

FORM 2: LETTER OF INTENT

Name of DBE firm: Ohana Construction Group, LLC.

Address: 13445 SW 80th Rd.

City: Pinecrest State: FL Zip: 33156

Telephone: 305-608-1020

Description of work to be performed by DBE firm: GENERAL CONSTRUCTION

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 6.88 %.

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.

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**OHANA CONSTRUCTION GROUP, LLC**
OWNER	**Orlando Mendez**
ADDRESS	**13445 SW 80th Rd** **Pinecrest, FL 33156 [map]**
PHONE	**305-608-1020**
EMAIL	**orlando.ohanacg@gmail.com**

Certification Information

CERTIFYING AGENCY	**Miami-Dade County**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**Certified General Contractor**

Commodity Codes

Code	Description
NAICS 236115	New Single-Family Housing Construction (except For-Sale Builders)
NAICS 236116	New Multifamily Housing Construction (except For-Sale Builders)
NAICS 236117	New Housing For-Sale Builders
NAICS 236118	Residential Remodelers
NAICS 236210	Industrial Building Construction
NAICS 236220	Commercial and Institutional Building Construction
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 238110	Poured Concrete Foundation and Structure Contractors
NAICS 238120	Structural Steel and Precast Concrete Contractors
NAICS 238910	Site Preparation Contractors

EXHIBIT B

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

Check One: Original [X] Revised [ ] Date: 4/25/2024 Contract No.: AA0118B

Name of Offeror: Magnum Construction Management, LLC d/b/a MCM Project Name: Miami International Airport (MIA) South Terminal Concourse H Rehabilitation- Phase I

Original Percent Contracted DBE Participation: 20.46 %

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

	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
EX	*SAMPLE: Six Sigma Electrical Company*	S	*44-9999999*	*4200 N.W.36th Street, Miami, FL 33102*	*Furnish and install electrical work*	%
1	World of Frameless Glass, Inc.	S	03-0532652	2342 NE 197th Street, Miami, FL 33180	Furnish and install Glass/ Glazing work.	13.68 %
2	Ohana Construction Group LLC	S	81-5013659	13445 SW 80th RD Pinecrest FL 33156	G/C - Sitework	6.88 %
3						
4						
5						
6						
7						
8						
9						
10						
					TOTAL OFFERED PERCENT:	20.56%

I, Daniel F. Munilla (type or print name), a duly authorized representative of MCM (name of firm), certify that the above information is true and correct.

Signature: _____ Date: 4/12/2024

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

Bidder & Subcontractors Information Form

A StrongCore Company

BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: AA018B **Date:** 4/25/2024

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)
Magnum Construction Management, LLC d/b/a MCM	6201 SW 70th Street, 1st Fl, Miami, FL 33143	☐ DBE ☒ non-DBE	41 Years	General Contracting	☐ Less than $500,000 ☐ $500,000 - $1 Million ☐ $1 Million - $2 Million ☐ $2 Million - $5 Million ☒ $5 Million and above
World of Frameless Glass, Inc.	2342 NE 197th Street, Miami, FL 33182	☒ DBE ☐ non-DBE	21 Years	Glass and Glazing Contractors	☐ Less than $500,000 ☐ $500,000 - $1 Million ☒ $1 Million - $2 Million ☐ $2 Million - $5 Million ☐ $5 Million and above
Dash Door & Glass	8800 NW 23rd St Miami, FL 33172	☐ DBE ☒ non-DBE	69 Years	Glass and Glazing Contractors	☐ 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 INTERNATIONAL AIRPORT

MIAMI-DADE COUNTY

BIDDER AND SUBCONTRACTOR'S INFORMATION

Project/Bid No.: AA018B **Date:** 4/25/2024

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)
Ohana Construction Group, LLC.	13445 SW 80th Rd. Pinecrest, FL 33156	☒ DBE ☐ non-DBE	7 Years	Sitework / General contracting	☐ Less than $500,000 ☐ $500,000 - $1 Million ☒ $1 Million - $2 Million ☐ $2 Million - $5 Million ☐ $5 Million and above
Conbuild, LLC.	8300 NW 53rd Street, Ste 350 Doral, FL 33178	☒ DBE ☐ non-DBE	10 Years	Partition Framing	☐ Less than $500,000 ☐ $500,000 - $1 Million ☒ $1 Million - $2 Million ☐ $2 Million - $5 Million ☐ $5 Million and above
		☐ DBE ☐ non-DBE			☐ 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 Single Execution Affidavits 1-4

A STRONGCORE COMPANY

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

This sworn statement is submitted for:

PROJECT: MIAMI INTERNATIONAL AIRPORT (MIA) SOUTH TERMINAL CONCOURSE H REHABILITATION - PHASE 1

BID NO.: AA018B

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

Before me the undersigned authority appeared Daniel F. Munilla (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

Magnum Construction Management, LLC d/b/a MCM

(Name of Entity)

6201 SW 70th Street, 1st Floor Miami, FL 33143
(Address of Entity)

5 / 9 - 2 / 3 / 7 / 3 / 4 / 0 / 3
Federal Employment Identification Number

hereinafter referred to as the Entity being its
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.	N/A	N/A	N/A	N/A	$ N/A
B.	N/A	N/A	N/A	N/A	$ N/A
C.	N/A	N/A	N/A	N/A	$ N/A
D.	N/A	N/A	N/A	N/A	$ N/A
E.	N/A	N/A	N/A	N/A	$ N/A

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.

__X__ 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.

(Signature of Authorized Representative)

Title President

Date 4/12/2024

STATE OF: Florida

COUNTY OF: Miami-Dade

The above affidavits were acknowledged before me this 12th day of April, 2024,

By Daniel F. Munilla,
(Authorized Representative)

Of Magnum Construction Management, LLC d/b/a MCM,
(Name of Corporation, Partnership, etc.)

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

(Signature of Notary)

Caridad L. Arce
(Print Name)

Notary Commission Number: HH 435507

My Commission Expires: 11/16/2025

Notary Stamp or Seal:

Buy American Certificate

A StrongCore Company

MDC084

CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – CONSTRUCTION PROJECTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

5/24/24
Date

Signature

Magnum Construction Management, LLC d/b/a mcm
Company Name

President
Title

Bid Bond

A STRONGCORE COMPANY

BID BOND

State of Florida County of Miami-Dade

We, Magnum Construction Management, LLC as Principal

and Markel Insurance Company as Surety, are held and firmly bound unto Miami-Dade County, Florida hereinafter called the County, in the Penal sum of Five Percent of Amount Bid Dollars ($ 5% of 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 April 22, 2024, for

PROJECT NAME: MIAMI INTERNATIONAL AIRPORT (MIA) SOUTH TERMINAL CONCOURSE H REHABILITATION - PHASE 1

PROJECT: AA018B

BID NO.: AA018B

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 22nd day of April, 2024.

Yassir El-Khamlichi

Pedro Murilla

Witness

CORPORATION

Magnum Construction Management, LLC

By: Daniel Murilla

Title: President

M C M Corporate SEAL 1983 FLORI

PARTNERSHIP OR JOINT VENTURE *

By:

Title:

Witness

By:

Title:

Witness

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:

_____

SURETY: Markel Insurance Company

_____

By: Attorney-in-Fact William Grefe Griffin

(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

WILLIAM GREFE GRIFFIN

License Number : W278755

Resident Insurance License

- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

01/27/2016

MDC091

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual 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

POA# 910124

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

William Grefe Griffin

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 14th day of February , 2024 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY TEXAS

MARKEL INSURANCE CORPORATE SEAL COMPANY ILLINOIS

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 14th day of February , 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said Instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

NOTARY PUBLIC STATE OF TEXAS

XENIA RIVAS
Notary Public State of Texas
Commission # 129117659
Commission Expires 9/10/24

By: _____
Xenia Rivas, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 22nd day of April , 2024 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. **910124**
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

Licenses & Insurance

A StrongCore Company

MDC093

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

dbpr

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

MUNILLA, ALEJANDRO LUIS
MCM
6201 SW 70TH STREET 1ST FLOOR
MIAMI FL 33143

LICENSE NUMBER: CGC1529444
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.

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MUNILLA, PEDRO MANUEL
MCM
6201 SW 70TH STREET 1ST FLOOR
MIAMI FL 33143

LICENSE NUMBER: CUC1225697
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.

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

dbpr

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

MUNILLA, PEDRO MANUEL
STRONGCORE GROUP, LLC
6201 SW 70TH STREET 1ST FLOOR
MIAMI FL 33143

LICENSE NUMBER: CGC1530967
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.

CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E2000494

MAGNUM CONSTRUCTION MANAGEMENT, LLC
D.B.A.: MCM

MUNILLA PEDRO M
Is certified under the provisions of Chapter 10 of Miami-Dade County

MIAMI-DADE COUNTY

VALID FOR CONTRACTING UNTIL 09/30/2025

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

1498385

RECEIPT NO.
RENEWAL
5678355

EXPIRES
SEPTEMBER 30, 2024
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
M C M
6201 SW 70TH ST FL 1
SOUTH MIAMI, FL 33143-4718

OWNER
MAGNUM CONSTRUCTION
MANAGEMENT LLC
C/O PEDRO M MUNILLA QUALIFIER
Worker(s) 20

SEC. TYPE OF BUSINESS
196 GENERAL ENGINEERING CONTRACTOR
E2000494

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 09/27/2023
INT-23-471235

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

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

1498385

RECEIPT NO.
RENEWAL
1498385

EXPIRES
SEPTEMBER 30, 2024
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
M C M
6201 SW 70TH ST FL 1
SOUTH MIAMI, FL 33143-4718

OWNER
MAGNUM CONSTRUCTION
MANAGEMENT LLC
C/O PEDRO M MUNILLA QUALIFIER
Worker(s) 20

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1529444

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 09/27/2023
INT-23-471235

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

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6320568

RECEIPT NO.
RENEWAL
6587027

EXPIRES
SEPTEMBER 30, 2024
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
M C M
6201 SW 70TH ST # 1FL
SOUTH MIAMI, FL 33143-4718

OWNER
MAGNUM CONSTRUCTION
MANAGEMENT LLC
C/O PEDRO MANUEL MUNILLA
Worker(s) 20

SEC. TYPE OF BUSINESS
196 SPECIALTY ENGINEERING CONTRACT
CUC1225697

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 09/27/2023
INT-23-471256

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

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

STRONGCORE MWIGUTOW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2024

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
900 S Pine Island Road
Suite 210
Plantation, FL 33324

CONTACT NAME: AG FL Insurance Team
PHONE (A/C, No, Ext): (305) 351-9150 FAX (A/C, No):
E-MAIL ADDRESS: certsFL@americanglobal.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The First Liberty Insurance Corporation	33588
INSURER B : Liberty Insurance Corporation	42404
INSURER C : Evanston Insurance Company	35378
INSURER D : Liberty Mutual Fire Insurance Company	23035
INSURER E : Gotham Insurance Company	25569
INSURER F : Homesite Insurance Company of Florida	11156

INSURED
Magnum Construction Management, LLC dba MCM
6201 SW 70th St
1st Floor
Miami, FL 33143

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	X		TB6-651-294199-023	9/30/2023	9/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AS7-651-294199-033	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			MKLV2EUL105766	9/30/2023	9/30/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2-651-294199-013	9/30/2023	9/30/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Excess Liab. (Auto)			EX202300004100	9/30/2023	9/30/2024	Per Occ. / Agg.	2,000,000
F	Excess Liab. (GL&EL)			CXP-031134-00	3/8/2024	9/30/2024	Per Occ. / Agg.	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: MIAMI INTERNATIONAL AIRPORT (MIA) SOUTH TERMINAL CONCOURSE H REHABILITATION - PHASE 1
Miami-Dade County Aviation Department is included as Additional Insured in accordance with the policy provisions of the General Liability Policy.

CERTIFICATE HOLDER

Miami-Dade County Aviation Department
Procurement & Materials Management Division
4331 NW 22nd Street
Building 3040
Miami, FL 33122

CANCELLATION

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

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The ACORD name and logo are registered marks of ACORD

American Global

April 17, 2024

RE: Insurance Requirements: MIA South Terminal Bag Concourse H Rehabilitation Project - Phase I

To Whom it May Concern,

American Global of Florida, as the insurance broker representing Magnum Construction Management, LLC dba MCM confirms that the policies listed below are the General Liability and Auto Liability policies for Magnum Construction Management, LLC dba MCM. There will be no Additional Premium cost for listing the County (Owner) as Additional Insured.

General Liability:
Policy Term: 9/30/2023 – 9/30/2024, Policy No. TB6-651-294199-023, Insurer: The First Liberty Insurance Corporation
Each Occurrence Limit: $2M, Aggregate Limit: $4M
Premium Paid: $954,775

Auto Liability:
Policy Term: 9/30/2023 – 9/30/2024, Policy No. AS7-651-294199-033, Carrier: Liberty Insurance Corporation
Combined Single Limit (Each Accident): $2M
Premium Paid: $227,266

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Brian Miles

Brian Miles
Account Manager
American Global LLC
Brian.Miles@americanglobal.com

StrongCore Group, LLC
6201 SW 70th St 2nd Floor
Miami FL 33143

CNI 90 04 01 12
Insured

AMERICAN GLOBAL LLC
390 N BROADWAY
JERICHO NY 117532125

CNI 90 05 01 12
Producer

Policy Number TB6-651-294199-023
Issued by The First Liberty Insurance Corp.

PARTICIPATING PROVISION

You may be eligible to participate in the distribution of surplus funds of the company through any dividends that may be declared for this policy. A declaration or payment of dividends is not guaranteed. The amount of any dividends that may be declared shall be to the extent, and upon the conditions fixed and determined by the Board of Directors and in compliance with any laws that apply.

In witness whereof, the company has caused this policy to be signed by its President and its Secretary.

SECRETARY

PRESIDENT

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COMMERCIAL GENERAL LIABILITY DECLARATIONS
OCCURRENCE

Liberty Mutual. INSURANCE

Issued By The First Liberty Insurance Corp.

Policy Number TB6-651-294199-023
Renewal Of TB6-651-294199-022
Account Number 5-294199

Issuing Office LAWRENCEVILLE,
Issue Date 2023-11-02
Sub Account 0000

Named Insured and Mailing Address
StrongCore Group, LLC
6201 SW 70th St 2nd Floor
Miami FL 33143

Form of Business: Limited Liability Company

Policy Period: The policy period is from 09/30/2023 to 09/30/2024 12:01 A.M. standard time at the Insured's mailing address.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE

Each Occurrence Limit	$	2,000,000	
Damage to Premises Rented to You Limit	$	100,000	Any one premises
Medical Expense Limit	$	5,000	Any one person
Personal & Advertising Injury Limit	$	2,000,000	
General Aggregate Limit	$	4,000,000	
Products-Completed Operations Aggregate Limit	$	4,000,000	

SCHEDULE

The declarations are completed on the accompanying "Declarations Extension Schedule(s)".

Commercial General Liability Coverage Part Premium	$	954,775
Total Estimated Premium	$	954,775
Other Charge(s)	$	6,683

Policywriting Minimum Premium $ 1,000

Forms Applicable: See Attached Inventory

AMERICAN 0002034221
AMERICAN GLOBAL LLC
390 N BROADWAY

JERICHO NY 117532125

Countersigned By:

Authorized Representative

LC 00 04 08 12

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DECLARATIONS EXTENSION SCHEDULE – CLASSIFICATIONDESCRIPTIONS

Policy Number TB6-651-294199-023

Class Code	Description
15250	Contracting (Medium)

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DECLARATIONS EXTENSION SCHEDULE
-- COMPOSITE RATED COVERAGES --

Policy Number TB6-651-294199-023

Description	Premium Basis	Rates		Premium
All Operations of the Named Insured-Civil	Gross Sales 23,250,000	Per 1000	25.5817	$594,775
All Operations of the Named Insured-General Contracting	Gross Sales 36,000,000	Per 1000	10.0000	$360,000
TOTAL				**$954,775**

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COMMERCIAL GENERAL LIABILITY
DECLARATIONS EXTENSION SCHEDULE – NAMED INSURED

Policy Number TB6-651-294199-023

It is agreed that the following are Named Insured(s) under this coverage part:

Falcon 6 Infrastructure Group, LLC

Magnum Construction Management, LLC dba MCM 3MB Construction LLC

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Crime/General Liability/Inland Marine Schedule

Policy Number TB6-651-294199-023

Surcharges	General Liability Charges	Crime Charges	Inland Marine Charges
FL HURRICANE CATASTROPHE FUND ASSESSMENT	$	$	$
2005 FL CPIC EMERGENCY ASSESSMENT	$	$	$
FL INSURANCE GUARANTY ASSOCIATION ASSESSMENT (FIGA)	$6,683	$	$
FL INSURANCE GUARANTY ASSOCIATION ASSESSMENT (FIGA B)	$	$	$
FL EMERGENCY MGMT, PREPAREDNESS AND ASST TRUST FUND			$
KENTUCKY SURCHARGE	$	$	$
KENTUCKY MUNICIPAL TAX	$	$	$
2005 LA FAIR PLAN EMERGENCY ASSESSMENT		$	$
MINNESOTA FIRE INSURANCE SURCHARGE		$	$
NEW JERSEY SURCHARGE	$	$	$
PUERTO RICO GUARANTY FUND SURCHARGE	$	$	$
WEST VIRGINIA SURCHARGE	$	$	

Policy Number TB6-651-294199-023
Issued by The First Liberty Insurance Corp.

Inventory
Coverage Forms/Parts, Endorsements, Enclosures

COVERAGE FORMS/PARTS, ENDORSEMENTS AND ENCLOSURES FORMING A PART OF THIS POLICY AT INCEPTION:

Form Number/Edition Date	Title
COMMON POLICY FORMS	
LIL 90 05 06 13	PARTICIPATING PROVISION
LC 00 04 08 12	COMMERCIAL GENERAL LIABILITY DECLARATIONS
LCS 00 01 05 12	DECLARATIONS EXTENSION SCHEDULE - CLASSIFICATION DESCRIPTIONS
LCS 00 02 05 12	DECLARATIONS EXTENSION SCHEDULE
LCS 00 04 10 14	COMMERCIAL GENERAL LIABILITY DECLARATIONS - EXTENSION SCHEDULE - NAMED INSUREDS
LIS 00 01 05 12	Crime/General Liability/Inland Marine Schedule
IC 00 42 07 09	Inventory Coverage Forms/Parts, Endorsements, Enclosures
IL 00 17 11 98	Common Policy Conditions
COMMERCIAL GENERAL LIABILITY	
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
Deductible	
LC 03 02 06 05	Deductible - Damages and Supplementary Payments
Composite Rate	
LC 32 448 08 17	COMPOSITE RATE
Coverage Endorsement(s)	
CG 04 35 12 07	Employee Benefits Liability Coverage
CG 24 26 04 13	AMENDMENT OF INSURED CONTRACT DEFINITION
LC 20 58 01 17	COMMERCIAL GENERAL LIABILITY ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS
LC 25 13 08 08	Non-Cumulation of Liability (Same Occurrence)
LC 25 19 01 15	DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION COMBINED AGGREGATE LIMITS - WITH TOTAL AGGREGATE LIMIT FOR ALL PROJECTS AND LOCATIONS
LC 29 04 08 08	Personal and Advertising Injury - Definition of Publication
LC 29 06 08 08	Personal and Advertising Injury - Occurrence Redefined
LC 29 08 10 11	Advertisement Redefined
LC 99 36 02 13	PREMIUM RESPONSIBILITY ENDORSEMENT

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Form Number/Edition Date	Title
LIM 99 01 05 11	NOTICE OF CANCELLATION TO THIRD PARTIES
LC 04 43 05 12	Commercial General Liability Enhancement for Contractors
LC 25 09 10 13	Limits of Insurance - Designated Project or Premises
Additional Insured(s)	
CG 20 10 12 19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG 20 37 12 19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG 20 10 04 13	Additional Insured - Owners Lessees or Contractors - Scheduled Person or Organization
CG 20 37 04 13	Additional Insured - Owners Lessees or Contractors - Completed Operations
TRIA Exclusion(s)	
CG 21 73 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 26 88 01 15	ALASKA EXCLUSION OF CERTIFIED ACTS OF TERRORISM
Other Exclusion(s)	
CG 21 06 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG 21 34 01 87	Exclusion - Designated Work
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 49 09 99	Total Pollution Exclusion Endorsement
CG 21 54 12 19	EXCLUSION - DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM
CG 22 34 04 13	EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS
CG 22 79 04 13	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
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LC 21 190 11 22	Biometric Information Privacy Claim Exclusion
State Mandatory	
CG 02 20 03 12	Florida Changes - Cancellation and Nonrenewal

NOTICE(S) TO POLICYHOLDER

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Form Number/Edition Date	Title
IL P 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
SNI 04 01 01 23	LIBERTY MUTUAL GROUP CALIFORNIA PRIVACY NOTICE
SNI 09 07 04 22	Notice To Policyholders Florida Insurance Guaranty Association (FIGA) Surcharge
SNI 09 02 06 16	Risk Control Services - Important Information for Florida Policyholders
SNI 90 01 12 18	POLICYHOLDER NOTICE - COMPANY CONTACT INFORMATION
SNI 90 02 01 20	TERRORISM RISK INSURANCE ACT

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Common Policy Conditions

All Coverage Parts included in this policy are subject to the following conditions:

A. CANCELLATION

1. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

1. We have the right to:

   a. Make inspections and surveys at any time;

   b. Give you reports on the conditions we find; and

   c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

   a. Are safe or healthful; or

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b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

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(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

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i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:

   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

         (d) Arising out of his or her providing or failing to provide professional health care services.

      (2) "Property damage" to property:

         (a) Owned, occupied or used by;

         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

   a. Medical expenses under Coverage **C**;

   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

   c. Damages under Coverage **B**.

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A**; and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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American Global

May 10, 2024

Miami-Dade County
111 N.W. 1st Street
Miami, FL 33128

RE: **Magnum Construction Management, LLC d/b/a MCM**
Authorization to Date Bond No. 4475801

To Whom It May Concern:

This letter is written to confirm that Markel Insurance Company, as Surety, hereby authorizes Miami-Dade County as Obligee, to date bond number 4475801 upon execution of the contract with Magnum Construction Management, LLC d/b/a MCM ("Principal") for the Miami International Airport (MIA) South Terminal Concourse H Rehabilitation Project.

Kindly furnish a copy of the fully executed bond.

If you have any questions, please feel free to contact me.

Sincerely,

William Grefe Griffin
Attorney-in-Fact

American Global LLC
900 S. PINE ISLAND RD, SUITE 210
PLANTATION, FL 33324
WWW.AMERICANGLOBAL.COM

Bond No. 4475801

SURETY PERFORMANCE BOND

By this Bond, We Magnum Construction Management, LLC d/b/a MCM, as Principal, whose principal business address is 6201 S.W. 70th Street, 1st Floor, Miami, FL 33143, as Contractor under the contract dated _____, 20____, between Principal and Miami-Dade County for the construction of Project: MIAMI INTERNATIONAL AIRPORT (MIA) SOUTH TERMINAL CONCOURSE H REHABILITATION - PHASE 1 BID NO.: AA018B (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Markel Insurance Company, a corporation, whose principal business address is 4521 Highwoods Parkway, Glen Allen, VA 23060 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of Eleven Million Forty Thousand Seven Hundred Ninety And 25/100 (U.S. dollars) $ 11,040,790.25, [1] for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within the time period provided in Section 95.11(3)(c), Florida Statutes; and

3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within the time period provided in Section 95.11(3)(c), Florida Statutes;

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

Surety specifically assumes liability for any and all delay damages arising from Principal's default of the Contract, as well as all latent defects uncovered in the work of the Principal after final acceptance of the work by the County.

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

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance by the County of the Contract work as are provided for in the Contract by which Principal guarantees to repair or replace any or all work performed or materials and equipment furnished, which were not performed or furnished according to the terms of the Contract. If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(2)(b), Florida Statutes.

SURETY PERFORMANCE BOND (Cont'd)

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

(CONTRACTOR)

Magnum Construction Management, LLC d/b/a MCM
(Contractor Name)

BY: _____
(President) (Managing Partner or Joint Venturer)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

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

SURETY: Markel Insurance Company

By: _____
Attorney-in-Fact
William Grefe Griffin

(CORPORATE SEAL)

(Power of Attorney must be attached)

[1] **Surety Payment Bond must be equivalent to one hundred percent (100%) of the Contract price.**

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

WILLIAM GREFE GRIFFIN

License Number : W278755

Resident Insurance License

- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

01/27/2016

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual 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

POA# 910124

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

William Grefe Griffin

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 14th day of February, 2024.

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 14th day of February, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

XENIA RIVAS
Notary Public State of Texas
Commission # 129117659
Commission Expires 9/10/24

By: _____
Xenia Rivas, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, _____.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 910124
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

American Global

May 10, 2024

Miami-Dade County
111 N.W. 1st Street
Miami, FL 33128

RE: **Magnum Construction Management, LLC d/b/a MCM**
Authorization to Date Bond No. 4475801

To Whom It May Concern:

This letter is written to confirm that Markel Insurance Company, as Surety, hereby authorizes Miami-Dade County as Obligee, to date bond number 4475801 upon execution of the contract with Magnum Construction Management, LLC d/b/a MCM ("Principal") for the Miami International Airport (MIA) South Terminal Concourse H Rehabilitation Project.

Kindly furnish a copy of the fully executed bond.

If you have any questions, please feel free to contact me.

Sincerely,

William Grefe Griffin
Attorney-in-Fact

American Global LLC
900 S. PINE ISLAND RD, SUITE 210
PLANTATION, FL 33324
WWW.AMERICANGLOBAL.COM

Bond No. 4475801

SURETY PAYMENT BOND

By this Bond, We Magnum Construction Management, LLC d/b/a MCM, as Principal, whose principal business address is 6201 S.W. 70th Street, 1st Floor, Miami, FL 33143, as Contractor under the contract dated _____, 20 __, between Principal and Miami-Dade County for the construction of Project: MIAMI INTERNATIONAL AIRPORT (MIA) SOUTH TERMINAL CONCOURSE H REHABILITATION - PHASE 1 BID NO.: AA018B (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Markel Insurance Company, a corporation, whose principal business address is *** as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of Eleven Million Forty Thousand Seven Hundred Ninety And 25/100 (U.S. dollars) $11,040,790.25[1] for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. ***4521 Highwoods Parkway, Glen Allen, VA 23060

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(l), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; provided, however, that any action instituted by such claimant under this paragraph for payment must be in accordance with notice and time limitation provisions in Section 255.05(2), Florida Statutes; and

2. Pays County all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a failure by Principal to make any such payments;

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

A claimant shall have a right of action against the Principal and the Surety for the amount due it. Such action shall not involve the County in any expense.

A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that it intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

No action for labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance its right to bring an action under the bond against the surety.

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

SURETY PAYMENT BOND (Cont'd)

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

(CONTRACTOR)

Magnum Construction Management, LLC d/b/a MCM
(Contractor Name)

BY: _____
(President) (Managing Partner or Joint Venturer)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

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

SURETY: Markel Insurance Company

BY: _____
Attorney-in-Fact
William Grefe Griffin

(CORPORATE SEAL)
(Power of Attorney must be attached)

[1] **Surety Payment Bond must be equivalent to one hundred percent (100%) of the Contract price.**

Bond No. 4475801 **SURETY PERFORMANCE BOND**

By this Bond, We Magnum Construction Management, LLC d/b/a MCM, as Principal, whose principal business address is 6201 S.W. 70th Street, 1st Floor, Miami, FL 33143, as Contractor under the contract dated _____, 20____, between Principal and Miami-Dade County for the construction of Project: MIAMI INTERNATIONAL AIRPORT (MIA) SOUTH TERMINAL CONCOURSE H REHABILITATION - PHASE 1 BID NO.: AA018B (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Markel Insurance Company, a corporation, whose principal business address is 4521 Highwoods Parkway, Glen Allen, VA 23060 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of Eleven Million Forty Thousand Seven Hundred Ninety And 25/100 (U.S. dollars) $ 11,040,790.25, [1] for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within the time period provided in Section 95.11(3)(c), Florida Statutes; and

3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within the time period provided in Section 95.11(3)(c), Florida Statutes;

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

Surety specifically assumes liability for any and all delay damages arising from Principal's default of the Contract, as well as all latent defects uncovered in the work of the Principal after final acceptance of the work by the County.

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

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance by the County of the Contract work as are provided for in the Contract by which Principal guarantees to repair or replace any or all work performed or materials and equipment furnished, which were not performed or furnished according to the terms of the Contract. If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(2)(b), Florida Statutes.

SURETY PERFORMANCE BOND (Cont'd)

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

(CONTRACTOR)

Magnum Construction Management, LLC d/b/a MCM
(Contractor Name)

BY: _____
(President) (Managing Partner or Joint Venturer)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

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

SURETY: Markel Insurance Company

By: _____
Attorney-in-Fact
William Grefe Griffin

(CORPORATE SEAL)

(Power of Attorney must be attached)

[1] **Surety Payment Bond must be equivalent to one hundred percent (100%) of the Contract price.**

MEMORANDUM
(Revised)

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

DATE: October 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(A)(4)

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 ____, majority plus one ____, 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) ____, 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)(4)
10-16-24

RESOLUTION NO. R-926-24

RESOLUTION APPROVING CONTRACT TO REHABILITATE MIAMI INTERNATIONAL AIRPORT (MIA) SOUTH TERMINAL CONCOURSE H - PHASE 1 PROJECT NO. AA018B BETWEEN MIAMI-DADE COUNTY AND MAGNUM CONSTRUCTION MANAGEMENT, LLC., IN AN AMOUNT NOT TO EXCEED $11,040,790.25; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE 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 this Board:

Section 1. This Board approves the contract between Miami-Dade County and Magnum Construction Management, LLC., for MDAD Project No. AA018B to provide construction services to rehabilitate the Miami International Airport (MIA) South Terminal Concourse H, Phase 1 in an amount not to exceed $11,040,790.25, in substantially the form attached to the accompanying memorandum as Exhibit G and made a part of hereto. A complete set of contract documents are on file and available upon request from the Miami-Dade Aviation Department.

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. AA018B and the authority to exercise its termination provisions.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** 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	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**absent**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of October, 2024. 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

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.

Angela F. Benjamin