

Solicitation 12157-195

Executive Airport U.S. Customs & Border Protection Facility Canopy Installation

Bid Designation: Public



City of Fort Lauderdale

Bid 12157-195

Executive Airport U.S. Customs & Border Protection Facility Canopy Installation

Bid Number	12157-195
Bid Title	Executive Airport U.S. Customs & Border Protection Facility Canopy Installation
Bid Start Date	Oct 16, 2018 9:47:28 AM EDT
Bid End Date	Nov 20, 2018 2:00:00 PM EST
Question & Answer End Date	Nov 9, 2018 5:00:00 PM EST
Bid Contact	Fausto Vargas Procurement Specialist Finance - Procurement Division fvargas@fortlauderdale.gov
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	120 days
Pre-Bid Conference	Oct 29, 2018 10:00:00 AM EDT Attendance is optional Location: 6000 NW 21st Avenue Fort Lauderdale, FL 33309
Bid Comments	<u>REQUEST OF PROPOSALS</u> Sealed bids will be received electronically until 2:00 P.M., local time, Friday, November 20th, 2018, and opened immediately thereafter in the 5th Floor Conference Room, City Hall, City of Fort Lauderdale, Florida, 100 North Andrews Avenue, for BID NO., 12157-195, PROJECT NO., 12290 Executive Airport U.S. Customs & Border Protection Facility – Canopy Installation. This project consists of Drawing File No. 4-140-95 two (2) sheets. The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed Proposers (Contractors) to provide services for the City permitting of the metal fabricator(s) shop drawings, fabrication, and the construction of a walk-way canopy structure located at the Fort Lauderdale Executive Airport U.S. Customs and Border Protection Facility, for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). <u>NOTE: Payment on this contract will be made P-Card.</u> <u>Licensing Requirements:</u> General Contractor's License, or Building Contractor issued by the State of Florida. <u>Pre-Bid Meeting/Site visit:</u> A pre-bid meeting and/or site visit will be held on Monday, October 29th, 2018, at 10:00 a.m., local time, at 6000 NW 21st Avenue, Fort Lauderdale, FL 33309. It is <u>strongly suggested</u> that all Contractors attend the pre-proposal conference and/or site visit since <u>tours at other times might not be available.</u> While attendance is not mandatory, it will be the sole responsibility of the bidder to inspect the City's location

(s)/facilities OR /and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-bid meeting and/or site visit.

Bidding blanks may be obtained free of charge at BIDSYNC.COM. Drawing Plans are on file in the Public Works Department, City of Fort Lauderdale at 100 North Andrews Avenue, 4th floor, (Monday thru Friday 8:00 am to 4:30 pm) at a NON-REFUNDABLE cost of \$25.00 (including sales tax per set). Only cash or cashier's check made payable to the City of Fort Lauderdale are accepted.

It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM

Bid Security: A certified check, cashier's check, bank officer's check or bid bond for FIVE percent (5%) of the bid amount, made payable to the City of Fort Lauderdale, Florida, shall accompany each proposal.

Bid Bonds:

Bidders can submit bid bonds for projects four different ways:

BidSync allows bidders to submit bid bonds electronically directly through their system using Surety 2000. For more information on this feature and to access it, contact BIDSYNC customer care department.

Bidders may upload their original executed bid bond on BIDSYNC to accompany their bids with the electronic proposal, and deliver, upon request, the original, signed and sealed hard copy within five (5) business days after bid opening, with the company name, bid number and title clearly indicated.

Bidders can hand deliver their bid bond in a sealed envelope to the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

Bidders can mail their bid bond to the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, before time of bid opening, with the company name, bid number and title clearly indicated on the envelope.

Certified Checks, Cashier's Checks and Bank Drafts CANNOT be submitted via BIDSYNC, nor are their images allowed to be uploaded and submitted with your electronic bid. These forms of securities, as well as hard copy bid bonds, must be received on or before the Invitation to Bid (ITB) opening date and time, at the Finance Department/Procurement Services Division, 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301-1016, with the bid number and title clearly indicated on the envelope.

It is the bidder's sole responsibility to ensure that his bid bond or other bid security is received by the Procurement Services Division before time of bid opening. Failure to adhere to this requirement may be grounds to consider the bid as non-responsive.

The City of Fort Lauderdale reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at www.bidsync.com. Questions of a material nature must be received

prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Information on bid results and projects currently out to bid can be obtained on the City's website – <http://www.fortlauderdale.gov/departments/finance/procurement-services>. For general inquiries please call

(954)828-5933.

Item Response Form

Item 12157-195--01-01 - BASE BID: 1) Mobilization & Demobilization
 Lot Description BASE BID
 Quantity 1 each
 Unit Price
 Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Mobilization includes the securing and cordoning off of the work area and activation of contractors physical and manpower resources for transfer to a construction site as well as making sure all utilities are available for use during actual construction, including MOT approval, staging area, temporary security fence and gate, pedestrian safety barricades, and any other fees associated with parking closure during the renovations. **This item cannot exceed 5% of the base bid.**

Item 12157-195--01-02 - BASE BID: 2) Aluminum Canopy
 Lot Description BASE BID
 Quantity 1 each
 Unit Price
 Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Furnish all materials, labor, and equipment to perform all the work to be accomplished under this contract, which includes, but is not limited to, design, engineering, permitting, manufacturing, installation of the custom canopy at the front of the existing Fort Lauderdale Executive Airport U.S. Customs & Border Protection Facility and associated upgrades required for the new system installation as per all applicable codes and regulations. The proposed canopy will fully cover the walkway on the east side of the facility as well as the partial walkway along the parking drop-off area on the south side. Columns, beams, and purlins shall be pre-fabricated with welded joints from clear anodizing aluminum. Decking, soffit panels, fascia, and gutters shall be powder coated aluminum selected from the full range of manufacturer colors. The final color selection shall be submitted for Owner review and approval. The lump sum price shall include design, engineering, permitting, construction, all labor, materials, equipment, and testing of the completely installed and operational system. This base bid shall include insurance, bond, overhead and profit, and all other fixed costs.

Item 12157-195--02-01 - ALTERNATE 1: 3) Metal Canopy
 Lot Description ALTERNATE 1
 Quantity 1 each
 Unit Price
 Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 1

Description

Furnish all materials, labor, and equipment to perform all the work to be accomplished under this contract, which includes, but is not limited to, design, engineering, permitting, manufacturing, installation of the custom canopy at the front of the existing Fort Lauderdale Executive Airport U.S. Customs & Border Protection Facility and associated upgrades required for the new system installation as per all applicable codes and regulations. The proposed canopy will fully cover the walkway on the east side of the facility as well as the partial walkway along the parking drop-off area on the south side. The proposed canopy shall be pre-fabricated with welded joints from metal selected from the full range of manufacturer colors. The final color selection shall be submitted for Owner review and approval. The lump sum price shall include design, engineering, permitting, construction, all labor, materials, equipment, and testing of the completely installed and operational system. This base bid shall include insurance, bond, overhead and profit, and all other fixed costs.

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed Proposers (Contractors) to provide services for the City permitting of the metal fabricator(s) shop drawings, fabrication, and the construction of a walk-way canopy structure located at the Fort Lauderdale Executive Airport U.S. Customs and Border Protection Facility, for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than:

Day/Date: **Friday, November 20th, 2018**

Time: **2:00 PM EST**

at which time and place the proposals will be publicly opened and the names of the Contractors will be read. After the deadline, proposals will not be accepted. Contractors are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will be a pre-proposal conference and/or site visit scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference and/or site visit.

While attendance is not mandatory, tours at other times might not be available. It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting and/or site visit.

It will be the sole responsibility of the Contractor to attend the pre-proposal/site visit to inspect the City's location(s) facilities systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Contractors are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be

responsible for a Contractors inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Fausto Vargas at (954) 828-6167 or email at fvargas@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 08/18) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each Contractor to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each Contractor will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Contractor may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by Contractors in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

All prices must include delivery and installation and be quoted FOB: Destination

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Contractor.

2.6 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed

and usable to the City.

A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Awarded vendor may offer cash discounts for prompt payment but they will not be considered in determination of award.

2.7 Related Expenses/Travel Expenses N/A

2.8 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, Contractors must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.9 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other Contractors or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.10.2 The City reserves the right to disqualify Contractor during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Contractor.

2.11 Modification of Services

2.11.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Contractor.

2.11.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Contractor shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Contractor thirty (30) days written notice.

2.11.4 If the Successful Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

2.12 No Exclusive Contract

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.13 Sample Contract Agreement

A sample of the formal agreement is attached.

2.14 Responsiveness

In order to be considered responsive to the solicitation, the Contractor's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.15 Responsibility

In order to be considered as a responsible Contractor, Contractor shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.16 Minimum Qualifications

Contractors should be in the business of constructing aluminum/metal canopy systems and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Contractors must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with

large scale private sector clients and the managerial and financial ability to successfully perform the work.

Contractors shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsible.

2.16.1 Contractor must possess Florida General Contractor's License to be considered for award.

2.16.2 Contractor or principals should have relevant experience in constructing aluminum/metal canopy systems, in the State of Florida within the last five (5) years. should submit proof of construction experience for a minimum of three (3) projects on aluminum and/or metal canopy systems of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; that was self-performed by Contractor; photographs/renderings of work performed, and client's name, address, telephone number and e-mail address. Project manager assigned to the work must have experience in constructing aluminum/metal canopy systems and have served as project manager on similar projects.

2.16.3 Before awarding a contract, the City reserves the right to require that a Contractor submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.16.4 Contractor or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.16.5 Neither Contractor nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.17 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.18 Local Business Preference

2.18.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Contractor must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.18.2 Upon formal request of the City, based on the application of a Local Business Preference the Contractor shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Contractor and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.18.3 Failure to comply at time of Proposal submittal shall result in the Contractor being found ineligible for the local business preference.

2.18.4 The complete local business preference ordinance may be found on the City's web site at the following link: <https://fortlauderdale.gov/home/showdocument?id=6422>

2.18.5 Definitions

The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.19 Protest Procedure

2.19.1 Any Contractor or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:

<https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.20 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.21 Subcontractors

2.21.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.21.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.21.3 Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.22 Proposal Security

2.22.1 A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of **five percent (5%)** of the total proposed amount. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the

successful Contractor after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

2.22.2 Failure of the successful Contractor to execute a contract, provide a performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

2.23 Payment and Performance Bond

2.23.1 The Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

2.23.2 The Contractor must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

2.23.3 Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

2.24 Insurance Requirements

2.24.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.24.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the

Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.24.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.24.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.24.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.24.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.24.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

- 2.24.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.24.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.24.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.24.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

OPTIONAL COVERAGES (for specialty contracts as determined by Risk Management)

Aircraft Liability N/A

Crane and Rigging Liability N/A

Cyber Liability N/A

Fidelity/Dishonesty and/or Commercial Crime N/A

Garage Keepers Legal Liability N/A

Garage Liability N/A

Liquor Liability N/A

Physical Abuse, Sexual Misconduct, and Sexual Molestation N/A

Pollution and Remediation Legal Liability (Hazardous Materials) N/A

Contractors Pollution Liability Coverage N/A

Asbestos Liability Coverage N/A

Disposal Coverage N/A

Hazardous Waste Transportation Coverage N/AProfessional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Umbrella/Excess Liability:

The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- a. All Risk Coverage including Flood and Windstorm with no coinsurance clause
- b. Guaranteed policy extension provision
- c. Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- d. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- e. Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Property Coverage (on-going basis) N/AWatercraft Liability N/A**2.25 Award of Contract**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Contractor(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Contractor, at the sole and absolute discretion of the in the City.

2.26 Unauthorized Work

The Successful Contractor(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Contractor(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Contractor(s) following Commission award; however, receipt of a

purchase order and/or task order shall not prevent the Successful Contractor(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.27 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.28 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.29 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.29.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.29.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.29.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.29.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.30 Canadian Companies

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.31 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.32 Manufacturer/Brand/Model Specific Request N/A**2.33 Contract Period**

The initial contract term shall commence upon date of award by the City. The contract term shall be substantially completed within 120 working days from the date specified in the notice-to-proceed. Furthermore, the entire project shall be completed and ready for final payment within 20 working days from the date certified by Project Manager as the date of substantial completion, or otherwise negotiated with the City.

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The submittal responses shall be valid until such time as City Commission awards a contract as a result of this RFP.

City reserves the right, where it may serve the City of Fort Lauderdale's best interest, to request additional information or clarification from Contractors including but not limited to oral interviews as requested by the Evaluation Committee.

The City of Fort Lauderdale reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the City.

The City reserves the right to let other contracts in connection with this Project, provided it does not interfere with DBF's work or schedule. By submitting a Proposal each Contractor is confirming that the Contractor has not been placed on the convicted vendors list as described in [Florida Statue §287.133 \(2\) \(a\)](#).

2.34 Cost Adjustments N/A**2.35 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.36 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor.
Coordinate and approve all work under the contract.

Resolve any disputes.
 Assure consistency and quality of Contractor's performance.
 Schedule and conduct Contractor performance evaluations and document findings.
 Review and approve for payment all invoices for work performed or items delivered.

2.37 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.38 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.39 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.40 Condition of Trade-In Equipment N/A

2.41 Conditions of Trade-In Shipment and Purchase Payment N/A

2.42 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment "A") should be completed and submitted with Contractor's response to this RFP.

2.43 Service Organization Controls

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.44 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.45 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

2.46 Allowances

Allowance for permits: Payments will be made to the awarded proposer/contractor based on the actual cost of permits upon submission of paid permit receipts. The City shall not pay for other costs related to obtaining or securing permits.

The amount indicated is intended to be sufficient to cover the entire project. If the City Permit fees exceed the allowance indicated, the City will reimburse the contractor the actual amount of City Permit Fees required for project completion.

Allowance	\$
Additional equipment rental allowance	2,000.00
Additional labor allowance	10,000.00
Additional material allowance	10,000.00
Permit fee allowance	15,000.00
TOTAL	37,000.00

Note: DO NOT ADD THIS TOTAL TO SECTION VI - COST PROPOSAL PAGE.

The City will add these allowances to your proposal.

2.47 Liquidated Damages

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Two Hundred and Fifty Dollars (\$250.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. (See Article 16, Liquidated Damages Clause, of the Contract)

2.48 Work Schedule (including overtime, if any):

Work shall be generally performed inside the construction site for seven (7) construction hours per day, Monday through Friday from 7:00 a.m. to 4:30 a.m., since the project is an active facility. Contractor shall plan on work to be performed during weekends, if required.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Purpose and Background

The City of Fort Lauderdale ("City") is seeking qualified, experienced and licensed Proposers (Contractors) to provide services for the City permitting of the metal fabricator(s) shop drawings, fabrication, and the construction of a walk-way canopy structure along the entrance walk-way of the Fort Lauderdale Executive Airport U.S. Customs & Border Protection Facility, located at 5301 East Perimeter Road, in the City of Fort Lauderdale, FL (**Exhibit A**). The selected Contractor shall also provide for the associated upgrades required per all applicable Federal/State/City codes and regulations. The proposed canopy will fully cover the existing walkway on the east side of the facility as well as the partial walkway along the parking drop-off area on the south side. Columns, beams, and purlins shall be pre-fabricated with welded joints from clear anodizing aluminum. Decking, soffit panels, fascia, and gutters shall be powder coated aluminum selected from the full range of manufacturer colors. The final color selection shall be submitted for Owner review and approval.

Interested Contractors must indicate any sub-consultants which would be part of their team. Interested Contractors must demonstrate expertise based on the successful completion of a number of projects of similar size and complexity for other governmental and/or private entities. If legal issues should arise relating to the project after completion, the selected Contractor will provide records, depositions, and testimony about the project if necessary on a supplementary fee basis. The selected Contractor will be responsible for working in cooperation with officials of the City, or their designees, and with the City's engineers, architect and/or landscape architect to supervise and administer the design and construction of this project. The Contractor will advise the City on the most effective way to implement the overall project.

3.2 Scope of Services

Contractor(s) shall be responsible for ensuring it is in possession of all required City permits prior to commencement of work, and maintaining permits throughout the contract award, as required.

The scope of services to be provided by the selected Contractor shall include, but is not limited to the following tasks:

- Professional to prepare all phases of the walk-way covering construction documents to meet all City permitting requirements. The City of Fort Lauderdale will provide sketch and legal description and a topographic survey.
- Develop and submit a project schedule which supports the established contract duration submitted as part of the proposal.
- Prepare preliminary plans and elevations, renderings, and general features.
- Professional to prepare and deliver final construction working drawings-and technical specifications to meet all City permitting requirements.
- Recommend and suggest materials/structural specifications for construction.

- Prepare documents to submit for City Development Review Committee (DRC) review and approval.
- Obtain all approvals and permits required for the project consistent with the design and construction from regulatory agencies or any other agency having an interest or jurisdiction of this project.
- Manufacture and install the canopy system.
- Provide for a secure contractor staging area as well as pedestrian barricades.
- Replace any damages to the existing irrigation system and restore landscaping to original condition.
- Inspect construction in the field and insure conformity with plans and material specifications.
- Provide construction management services.
- Conduct commissioning and performance testing.
- Prepare the closeout paperwork and address any warranty issues during the warranty period.

3.3 Work Breakdown Structure

The walk-way covering will consist of a cantilevered canopy structure to span the length of the walkway leading from both parking lots to the entrance of the Customs and Border Protection Facility. The canopy layout shall be as shown on **Exhibit C**. The canopy height cannot exceed the dimensions noted on the drawings and shall be in full compliance with Federal Aviation Administration (FAA) regulations. The canopy shall provide protection from rain and other elements and shall have minimum dimensions as indicated on **Exhibit D**. The canopy design shall accommodate for water collection via gutters and downspouts or through the use of the canopy structural elements. The collected rainwater shall be disposed of on the western swale area. The proposed canopy is to be located at the existing concrete walkway. The new canopy columns shall be installed using methodology minimizing damage to the existing sidewalk. Where the damage cannot be prevented, the new sidewalk shall match existing. Modifications to the existing walkway that may be required in order to accommodate the canopy structure shall be considered as part of the scope.

3.4 Additional Requirements

1. Legal description of the site.

Please refer to the **Exhibit B** for the legal description of the property.

2. Survey information concerning the site

City will provide a survey and legal description.

3. Material quality standards

The canopy structure shall meet current Florida Building codes and regulations as well as withstand the South Florida climate. The canopy shall have a minimum five (5)

year complete warranty for material and finishes including any defects. In addition, a one (1) year complete warranty shall be provided for labor and material.

4. Appendix A

Geotechnical Engineering Report U.S. Customs and Border Protection Facility.

5. Appendix B

Summary of Laboratory Test Results.

6. Schematic layouts and conceptual design criteria

Please see **Exhibit D** for the schematic layouts and conceptual design criteria.

7. Cost or budget estimates

The overall project budget cannot exceed \$600,000, including all costs associated with design, permitting, manufacturing, construction, and all other costs not specifically mentioned. Interested companies shall submit detailed budget and schedule associated with the proposed planning, design and construction.

Contractor(s) shall include in their offer all required project labor, machinery, rentals, tools, travel, transportation, delivery, materials, equipment, supplies, permits, and related incidentals necessary to meet, in its entirety, the Request for Proposal requirements specified herein.

8. Schedule

The Contractor recognizes that the TIME IS OF THE ESSENCE. The preliminary submittals shall be submitted within Sixty (60) working days after the directive is issued by City to proceed with the work. After the preliminary submittals are approved, the Contractor shall submit the final drawings within thirty (30) working days. The required permits shall be applied for and obtained as expeditiously as possible.

The canopy installation shall be Substantially Completed within one-hundred-twenty (120) working days after all permits are obtained and the directive is issued by City to proceed with the construction.

The work shall be finally completed and ready for final payment within twenty (20) working days after Substantial Completion.

9. Site development requirements

No site development is anticipated.

10. Project Planning and Approach

As part of its services, Contractor will assist with developing a strategy for the best approach for the successful completion of the project including guidance and

assistance in the preparation of a detailed schedule and a reliable, cost estimate along with evaluations of any cost savings/cost efficiency measures.

11. Project Delivery and Objectives

At all times of project stages, Contractor shall act in the best interests of the City and use their best efforts to deliver the project in an expeditious and cost-effective manner consistent with the City's project requirements, time constraints, and budget. Contractor shall develop a contractually obligated overall project schedule and will be responsible for methods of construction, safety, scheduling and coordination of all construction work in addition to miscellaneous contracts required for completion of the project within its predetermined budget limits and schedule.

City expects all parties to this project to work closely together and deal appropriately with project conditions to finish the job successfully. A spirit of cooperation, collaboration and a commitment among professional, metal fabricators, and construction services providers to work in the best interests of the project is of utmost importance.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted ‘hard copy’, the City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Contractors are strongly encouraged to read the various Vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Contractor’s inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Contractors are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Contractors must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Contractor shall be typewritten or provided as otherwise instructed to in the RFP. Contractors shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the Contractor. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Contractor’s response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Contractor’s response to the RFP purporting to require confidentiality of any portion of the Contractor’s response to the RFP, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Contractor submits any documents or other information to the City which the Contractor claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Contractor shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Contractor must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Contractor’s response to the RFP constitutes a Trade Secret. The city’s determination of whether an exemption applies shall be final, and

the Contractor agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.1.6 One (1) original and four (2) copy plus (4) electronic (Flash Drive) of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

4.1.7 By submitting a response Contractor is confirming that the Contractor has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled Flash Drive in an envelope or paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Contractor must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations.

Indicate the Contractor's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Contractor should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc.; including the relative size of the Company, management, technical and support staff; and any other pertinent information shall be submitted.

The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Contractors should be in the business of constructing aluminum/metal canopy systems and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Contractors must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can

demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

1. Contractor(s) must demonstrate sufficient capacity, resources and experience to provide all services for this project. Indicate the Contractor's number of years of experience in providing the professional services as it relates to the work contemplated.
2. Knowledge and experience in the layout, permitting, and construction of canopy structures of the type specified herein. Preparing schematic, and construction documents and specifications.
3. Knowledge and experience in obtaining all necessary permits for construction.
4. Knowledge and experience in the manufacturing and installation of canopy structures.
5. Project manager assigned to the work must have experience in constructing aluminum/metal canopy systems and have served as project manager on similar projects.
6. Contractor must possess a Florida General Contractor's License.

4.2.4 Approach to Scope of Work

1. Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project.
2. Give details of your technical and design aspects of the project / your proposed vision, ideas and methodology.
 - 2a. Provide description, proposed age use, how the intent is related to the history and image of Fort Lauderdale, and your overall approach to accomplishing the project.
 - 2b. The design needs to be in compliance with all codes applicable.
 - 2c. Photos of proposed structures should be provided as part of the RFP.
 - 2d. Provide product/manufacturer/fabricator Material Data Sheets.
3. As part of the project approach, the Contractor shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Provide a timeframe for layout, permitting, and construction.
4. Provide information on your firm's current workload and how this project will fit into your workload.
5. Describe available facilities, including location(s), technological capabilities and other available resources you offer for the project.
6. Sustainability – discuss your proposed efforts toward sustainability on this project, including materials used and their benefits.

7. The Contractor shall present the proposed design in a format that it's easily understood by a wide audience preferably in 3D or animation format.

NOTE: The project must be completed and accepted within 120 days from the City Notice to Proceed.

Warranties / Extended Maintenance

Contractor shall give full details of any and all warranties offered with their proposal. Information shall include specific details on the type of coverage and all exclusions, if applicable.

4.2.5 References

Contractor or principals should have relevant experience in constructing aluminum/metal canopy systems, in the State of Florida within the last five (5) years and should submit proof of construction experience for a minimum of three (3) projects on aluminum and/or metal canopy systems of similar scope and scale (or larger).

For each project listed, identify location; dates of construction; project name and overall scope; that was self-performed by Contractor; photographs/renderings of work performed, preferably government agencies, for projects with similar scope as listed in this RFP. Information should also include:

- Client Name, address, contact person telephone, FAX numbers, and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Past Performance

Provide details of past projects your firm has completed – preferably similar to the one requested in this solicitation. Information should include:

- Client name/Owner's Representative name, address, phone number, and email.
- Name and location of the project. Description of the scope of work.
- Role your company provided.
- Date project was started and completed or is anticipated to be completed.
- Project area / project statistics (i.e. size, project area in acreage, etc.)
- Original Budget vs. Final cost
- a) Saving achieved through Value Engineering or other approaches
- b) Present status of the project.

4.2.7 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If

your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.8 Subcontractors

Contractor must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.9 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Non-Discrimination Certification Form

This form is to be completed and inserted in this section.

E. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section.

F. Contract Payment Method

This form must be completed and returned with your proposal. Contractors must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

G. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Contractors. The Evaluation Committee shall then re-score and re-rank the short listed Contractors in accordance with the weighted criteria.

5.1.4 The City may require visits to the Contractor's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible Contractor based on the weighted criteria stated herein. Each evaluation committee member will rank each Contractor by criteria, giving their first ranked Contractor a number 1, the second ranked Contractor a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each Contractor. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

Experience and Qualifications	20%
Approach to Scope of Work	35%
References, past performance, years in business	15%
Price Proposal	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE



PRICE PROPOSAL FORM

TOTAL METAL FABRICATION PERMITTING COST

This item includes services to obtain all required approvals from all applicable permitting agencies necessary to start the construction.

\$ _____

CONSTRUCTION

Mobilization / Demobilization

\$ _____

Construction Cost (Base Bid - Aluminum)

\$ _____

Construction Cost (Alternate Metal Cost)

\$ _____

SUBTOTAL CONSTRUCTION COSTS

\$ _____

TOTAL COST

\$ _____

(To include the City permitting of the metal fabricator(s) shop drawings, fabrication, mobilization, construction and permit allowance)

1. The prices listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, profit, bonds, insurances, etc., as necessary to ensure proper execution of the design-build services and product requested by the City of Fort Lauderdale. Any pricing, quantities, costs or services that are not listed above, and are known to be required, must be added by the Contractor and listed on a separate sheet and included in the total.

- 2. I hereby certify that I am authorized to act on behalf of the Contractor, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this proposal open for a period of one hundred and eighty (180) days from the deadline for receipt of proposals.

- 3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform with all requirements of the Request for Proposal.

Name: _____ (Please Print)

Contractor Signature _____ Title: _____ Date: _____

GENERAL CONDITIONS

Unless otherwise modified in the projects special conditions, the following General Conditions shall be part of the Contract:

GC – 01 - DEFINITIONS - The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows:

"Addendum" or "Addenda" - shall mean the additional Contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Bid" – shall mean the offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"Bidder" – shall mean any person, firm, company, corporation or entity submitting a Bid for the Work.

"Bonds" –shall mean Bid, performance and payment bonds and other instruments of security, furnished by Contractor and his surety in accordance with the Contract Documents.

"City" – shall mean the City of Fort Lauderdale, Florida, a Florida municipal corporation. In the event the City exercises its regulatory authority as a government body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to the City as a party to this Contract. For the purpose of this Contract, "City" without modification shall mean the City Commission, and/or City Manager or his/her designee(s) as applicable.

"Construction Manager" - shall mean the Public Works Director or his/her designee.

"Construction Project Manager" - shall mean the Public Works Director or his/her designee.

"Consultant" – shall mean a person, firm, company, corporation or other entity employed by the City to perform the professional services for the project.

"Contract Work" - shall mean everything expressed or implied to be required to be furnished and furnished by the Contractor by any one or more of the parts of the Contract Documents referred to in the Contract hereof except Extra Work as hereinafter defined, it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Public Works Director shall determine which shall prevail.

"Design Documents" – shall mean the construction plans and specifications included as part of a Bid/Proposal Solicitation prepared either by the City or by the Consultant under a separate Agreement with the City.

"Engineer" - shall mean the Public Works Director or his/her designee.

"Extra Work" - shall mean work other than that required by the Contract.

"Inspector" – shall mean an authorized representative of the City assigned to make necessary inspections of materials furnished by Contractor and of the Work performed by Contractor.

"Notice" - shall mean written notice sent by certified United States Mail, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or via fax or email, or by hand delivery with a request for a written receipt of acknowledgment of delivery and shall be served upon the Contractor either personally or to its place of business listed in the Bid.

"Owner" - shall mean the City of Fort Lauderdale.

"Project Manager" - shall mean the Public Works Director or his/her designee.

"Public Works Director" - shall mean the Public Works Director of the City of Fort Lauderdale, Florida or his/her designee(s).

"Site" - shall mean the area upon or in which the Contractor's operations are carried out and such other areas adjacent thereto as may be designated as such by the Public Works Director.

"Subcontractor" - shall mean any person, firm, company, corporation or other entity, other than employees of the Contractor, who or which contracts with the contractor, to furnish, or actually furnishes labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Surety" - shall mean any corporation or entity that executes, as Surety, the Contractor's performance and payment bond securing the performance of this Contract.

GC – 02 - SITE INVESTIGATION AND REPRESENTATION - The Contractor acknowledges that it has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Site, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

The Contractor acknowledges that it has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Bid Price and that the project can be completed for the Bid Price submitted.

The Contractor, on its own, has made or caused to be made examinations, investigations, tests and studies of reports and related data in addition to those referred above, as Contractor deemed necessary to perform the Work at the Bid price set by the Contractor, within the contract time and in accordance with the other terms and conditions of the Contract Documents and the Bid made by the Contractor; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor to assure that the Work can be done at the Bid price set by the Contractor.

The Contractor further acknowledges that it has satisfied itself based on any geotechnical reports the City may provide and inspection of the project Site as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the City or included in the Contract Documents and finds and has further determined that no conditions exist that would in any manner affect the Bid price and that the project can be completed for the Bid price submitted.

Any failure by the Contractor to acquaint itself with all the provided information and information obtained by visiting the project Site will not relieve Contractor from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents. In the event that the actual subsurface conditions vary from the actual City provided reports, the Contractor shall notify the City and the Contract amount may be adjusted depending on the conditions, at the approval of the City.

GC – 03 - SUBSTITUTIONS - If the Contractor desires to use materials and/or products of manufacturer's names different from those specified in the Contract Documents, the Bidder requesting the substitution shall make written application as described herein. The burden of proving the equality of the proposed substitution rests on the Bidder making the request. To be acceptable, the proposed substitution shall meet or exceed all expressed requirements of the Contract Documents and shall be submitted upon the Contractor's letterhead, in addition to the "Contractor's Request for Substitution" form provided by the Public Works Director. The following requirements shall be met in order for the substitution to be considered:

1. Requests for substitution shall reach the Public Works Director no less than ten (10) Working Days prior to the date set for opening of Bids; and
2. Requests for substitution shall be accompanied by such technical data, as the party making the request desires to submit. The Public Works Director will consider reports from reputable independent testing laboratories, verified experience records from previous users and other written information valid in the circumstances; and
3. Requests for substitution shall completely and clearly indicate in what respects the materials and/or products differ from those indicated in the Contract Documents; and
4. Requests for substitution shall be accompanied by the manufacturer's printed recommendations clearly describing the installation, use and care, as applicable, of the proposed substitutions; and
5. Requests for substitution shall be accompanied by a complete schedule of changes in the Contract Documents, if any, which must be made to permit the use of the proposed substitution.

If a proposed substitution is approved by the Public Works Director, an Addendum will be issued to prospective bidders not less than three (3) working days prior to the date set for opening of Bids. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in strict accordance with the Contract Documents.

GC – 04 - CONTROL OF THE WORK - The Public Works Director shall have full control and direction of the Work in all respects. The Public Works Director and/or his authorized designee(s) shall, at all times, have the right to inspect the Work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information, as the Public Works Director may desire respecting the quality of the Work and materials and the manner of conducting the Work. Should the Contractor be directed or permitted to perform night Work, or to vary the period which work is ordinarily carried on in the daytime, he shall give ample notice to the Public Works Director so that proper and adequate inspection may be provided. Such Work shall be done only under such regulations as are furnished in writing by the Public Works Director, and no extra compensation shall be allowed to the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Public Works Director, as will insure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or Work during prohibited hours.

The Contractor shall keep the Public Works Director informed, a reasonable time in advance, as to his need for grades and lines in order that the same may be furnished and all necessary measurements made for records and for payment with the minimum of inconvenience to the Public Works Director or of delay to the Contractor. The Contractor shall submit to the Public Works Director or Inspector on the job a written request outlining the streets, etc., for which the Contractor desires lines and grades. It is the intention not to delay the Work for the giving of lines and grades, but when necessary, work operations shall be suspended for such reasonable time as the Public Works Director may require for this purpose. However, such cost increases shall be authorized either by the City Manager and/or designee, or the City Commission based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

GC – 05 - SUBCONTRACTOR - The Contractor shall not sublet, in whole or any part of the Work without the written consent and approval of the Public Works Director. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Public Works Director, a list of all Subcontractors. No Work shall be done by any Subcontractor until such Subcontractor has been officially approved by the Public Works Director. A subcontractor not appearing on the original list will not be approved without written request submitted to the Public Works Director and approved by the Public Works Director. In all cases, the Contractor shall give his personal attention to the Work of the Subcontractors and the Subcontractor is liable to be discharged by the Contractor, at the direction of the Public Works Director, for neglect of duty, incompetence or misconduct.

Acceptance of any Subcontractor, other person, or organization by the Public Works Director shall not constitute a waiver of any right of Public Works Director to reject defective Work or Work not in conformance with the Contract Documents.

Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due to any Subcontractor or other person, or organization, except as may otherwise be required by law.

GC – 06 - QUANTITIES - It is mutually agreed that the proposal shows the approximate amounts only along with the Plans and the general location. It is also mutually agreed that no change will be made involving any departure from the general scheme of the Work and that no such change involving a material change in cost, either to the City or Contractor, shall be made, except upon written permission of the City. However, the Public Works Director shall have the right to make minor alternations in the line, grade, plan, form or materials of the Work herein contemplated any time before the completion of the same. That if such alterations shall diminish the quantity of the Work to be done, such alterations shall not constitute a claim for damages or anticipated profits. That if such alterations increase the amount of the Work to be done, such increase shall be paid for according to the quantity actually performed and at the unit price or prices stipulated therefore in the Contract.

The City shall, in all cases of dispute, determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions relative to the execution of the same, and such estimates and decisions shall be final and binding.

Any Work not herein specified, which might be fairly implied as included in the Contract, of which the City shall judge, shall be done by the Contractor without extra charge. However, such cost increases shall be authorized either by the City Manager and/or designee, or the City Commission

based upon the purchasing threshold amounts provided for in Chapter 2 of the City of Fort Lauderdale's Code of Ordinances.

GC-07 - NO ORAL CHANGES - Except to the extent expressly set forth in the Contract, no change in or modification, termination or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

GC - 08 - PERMITS AND PROTECTION OF PUBLIC – Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Contract. A copy of all permits shall be given to the City and become part of the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

The Contractor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating, or in any way obstructing the streets and alleys. He shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions; he shall place sufficient warning lights at or near the Work; keep the same burning from sunset to sunrise, employ watchmen, and strictly obey all laws and ordinances controlling or limiting those engaged in similar work.

Where there are telephones, light or power poles, water mains, conduits, pipes or drains or other construction, either public or private, in or on the streets or alleys, the Work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities, afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the Work of constructing the various items in this contract shall proceed in an orderly, systematic and progressive manner.

Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

Where lifting operations involving the use of specialized cranes are required as part of construction, Contractor must make undertake the following investigation and submit the results and documentation to the Engineer prior to commencing any lifting operations: marking a very specific area in the field for the placement of the crane; a drawing showing the limitations of the job operation (i.e. not over adjacent properties or pedestrian and high vehicular traffic areas); underground utility exploration in the vicinity of the crane location, which may include ground penetrating radar to identify voids or old pipe or other subsurface features that could lead to sudden failure; assessment of the underlying soil and roadway materials and a worst case analysis based on entire load being distributed on just one or two outriggers; provision of properly sized pads under the outriggers; loading charts from manufacturer showing allowable configurations/loads; and inspection to make sure crane operation is in accordance with the permit conditions.

GC - 09 - DISEASE REGULATIONS - The Contractor shall enforce all sanitary regulations and take all precautions against infectious diseases as the Public Works Director may deem necessary. Should any infectious or contagious diseases occur among his employees, he shall arrange for the immediate removal of the employee from the Site and isolation of all persons connected with the Work.

GC - 10 - CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA - The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, or other data received from the Public Works Director, and shall notify the Public Works Director of all errors, omissions, conflicts and discrepancies found therein within three (3) working days of discovery. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory Work, faulty construction, or improper operation resulting there from nor from rectifying such condition at his own expense.

GC - 11 - SUPPLEMENTARY DRAWINGS - When, in the opinion of the Public Works Director, it becomes necessary to explain more fully the Work to be done, or to illustrate the work further, or to show any changes which may be required, drawings, known as supplementary drawings, with specifications pertaining thereto, will be prepared by the Public Works Director and copies will be given to the Contractor.

The supplementary drawings shall be binding upon the Contractor with the same force as the original Plans. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City or compensations therefore to the Contractor shall be subject to the terms of the Contract.

GC - 12 - MATERIALS AND WORKMANSHIP - All material and workmanship shall, in every respect, be in conformity with approved modern practice and with prevailing standards of performance and quality. In the event of dispute the Public Works Director's decision shall be final. Wherever the Plans, specifications, Contract Documents, or the directions of the Public Works Director are unclear as to what is permissible and/or fail to note the quality of any Work, that interpretation will be made by the Public Works Director, which is in accordance with approved modern practice, to meet the particular requirements of the Contract.

In all cases, new materials shall be used, unless this provision is waived by notice from the City in writing.

GC - 13 - SAFEGUARDING MARKS - The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying Work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks. The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the Work and, if required, shall bear the cost of having them re-established by a licensed surveyor if disturbed or destroyed during the course of construction.

GC - 14 - EXISTING UTILITY SERVICE - All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

GC - 15 - JOB DESCRIPTION SIGNS – Contractor, at Contractor's expense, shall furnish, erect, and maintain suitable weatherproof signs on jobs over \$100,000 containing the following information:

1. City Seal (in colors)
2. Project or Improvement Number
3. Job Description
4. Estimated Cost
5. Completion Date

Minimum size of sign shall be four feet high, eight feet wide and shall be suitably anchored. The entire sign shall be painted and present a pleasing appearance. Exact location of signs will be determined in the field. Two (2) signs will be required, one at each end of the job. All costs of this work shall be included in other parts of the work.

GC - 16 - FLORIDA EAST COAST RIGHT-OF-WAY - Whenever a City contractor is constructing within the Florida East Coast Railway Company's Right-of-Way, it will be mandatory that the contractor carry separate bodily injury and property damage insurance in the amounts as stated below. This insurance shall be taken out and maintained during the life of the Contract.

Bodily injury insurance in an amount not less than \$500,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one occurrence, and

Property damage insurance in an amount not less than \$500,000.00 for damages on account of any one occurrence and in an amount not less than \$1,000,000.00 for damages on account of all occurrences.

GC - 17 - ACCIDENTS - The Contractor shall provide such equipment and facilities as are necessary and/or required, in the case of accidents, for first aide services to be provided to a person who may be injured during the project duration. The Contractor shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50.

In addition, the Contractor must report immediately to the Public Works Director every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

GC - 18 - SAFETY PRECAUTIONS - Contractor must adhere to the applicable environmental protection guidelines for the duration of a project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the City, Broward County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and City employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all Federal, State and local regulations.

GC - 19 - DUST PREVENTION - The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance by the above methods, and then he will be required to immediately construct temporary patches per City standards.

GC - 20 - PLACING BARRICADES AND WARNING LIGHTS - The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Public Works Director may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

GC - 21 - TRAFFIC CONTROL - The Contractor shall coordinate all Work and obtain, through the City's Public Works Department, Broward County, Florida Department of Transportation, as applicable, any permits required to detour traffic or close any street before starting to work in the road. The following section: Part VI Traffic Controls for Street and Highway Construction and Maintenance Operations, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, U.S. Department of Transportation Federal Highway Administration, 2009, or current edition, shall be used as a guide for requirement and placement of traffic control devices, signs and barricades. The Public Works Director shall determine requirements for the above. The above publication is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. In the event that a Maintenance of Traffic (MOT) Plan is required, the Plan shall be prepared by an A.A.S.T.A. certified technician.

All traffic control devices, flashing lights, signs and barricades shall be maintained in working condition at all times.

GC - 22 - COORDINATION - The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Public Works Director before construction is started and shall coordinate his Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange his Work and dispose of his materials so as to not interfere with the operation of other Contractors engaged upon adjacent work and to join his Work to that of others in a proper manner and to perform his Work in the proper sequence in relation to that of other Contractors all as may be directed by the Public Works Director.

Each Contractor shall be responsible for any damage done by him or his agents to the work performed by another Contractor.

The Contractor shall contact the Broward County Transportation Department and the Florida Department of Transportation, as applicable, to verify and obtain location of any and all traffic conduits, loops, and street light underground services.

GC - 23 - WATER - Bulk water used for construction, flushing pipelines, and testing shall be obtained from fire hydrants. Contractor shall make payment for hydrant meter at Treasury Billing Office, 1st Floor, City Hall, 100 N. Andrews Avenue. With the paid receipt, contractor can pick up hydrant meter at the utility location office. No connection shall be made to a fire hydrant without a meter connected.

GC - 24 - PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES - Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016),

or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

GC - 25 - LOCATION OF UNDERGROUND FACILITIES - If the Proposer, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Proposer shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

GC - 26 – USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS - In accordance with Florida Statute 255.20 (3), The City specifies that lumber, timber, and other forest products used for this project shall be produced and manufactured in the state of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

The Bidder affirms by submitting a bid response to this solicitation that they will comply with section 255.20 (3) Florida Statutes.

GC – 27 – PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone Number: (954) 828-5002

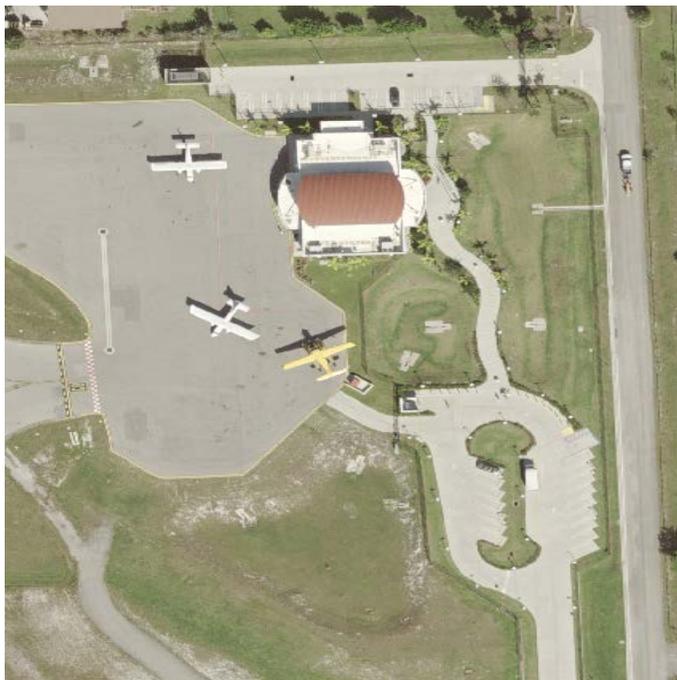
Mailing Address: City Clerk's Office
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

E-mail: prcontract@fortlauderdale.gov

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

EXHIBIT A



Aerial view of the Customs Facility



Street view of the Customs Facility

EXHIBIT B

LEGAL DESCRIPTION:

A PORTION OF TRACT 1 "F-X -E PLAT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 119, PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY SOUTHEAST CORNER OF SAID TRACT 1 LYING ON THE WEST RIGHT-OF-WAY LINE OF YANKEE BOULEVARD (N.W. 12th AVENUE) AND BEING 37.23 FEET NORTH OF THE NORTH RIGHT OF WAY OF COMMERCIAL BOULEVARD (STATE ROAD 870); THENCE ALONG THE EAST LINE OF SAID TRACT 1 AND SAID WEST RIGHT-OF-WAY LINE, NORTH 02°04'39" WEST, 1219.49 FEET; THENCE, DEPARTING SAID EAST TRACT LINE AND SAID WEST RIGHT-OF-WAY LINE, SOUTH 87°55'21 " WEST, 995.90 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87' 54'32" WEST, 123.47 FEET TO A POINT ON A LINE LYING 250.00 FEET NORTHEASTERLY AND PARALLEL WITH THE SOUTHEAST PROLONGATION OF THE CENTERLINE OF RUNWAY 13-31, FORT LAUDERDALE EXECUTIVE AIRPORT: THENCE, ALONG SAID PARALLEL LINE, NORTH 51°34' 11" WEST, 321.79 FEET TO A POINT ON A NON-TANGENT CURVE (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 66°30'56" WEST TO THE RADIUS POINT); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 193.00 FEET, A CENTRAL ANGLE OF 75°03'29" AND AN ARC DISTANCE OF 252.83 FEET TO A POINT OF TANGENCY; THENCE NORTH 51° 34'24" WEST, 144.68 FEET; THENCE NORTH 02° 09' 36" WEST, 79.05 FEET; THENCE NORTH 87° 48' 29" EAST, 527.28 FEET; THENCE SOUTH 02° 03' 15" EAST, 613.05 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 221,613 SQUARE FEET (5.09) ACRES MORE OR LESS.

City of Fort Lauderdale

RFP # 12157-185

EXHIBIT C

RENDERING OF PROPOSED CANOPY STRUCTURE



EXE Canopy Rendering After
PERSPECTIVE VIEW



EXE Canopy Rendering After
PERSPECTIVE VIEW



EXE Canopy Rendering Before
PERSPECTIVE VIEW



EXE Canopy Rendering Before
PERSPECTIVE VIEW



STREETSCAPE PLAN



FXE Canopy Rendering After
PERSPECTIVE VIEW



FXE Canopy Rendering After
PERSPECTIVE VIEW



FXE Canopy Rendering Before
PERSPECTIVE VIEW



FXE Canopy Rendering Before
PERSPECTIVE VIEW



STREETSCAPE PLAN



_FXE Canopy Rendering After PERSPECTIVE VIEW



_FXE Canopy Rendering After PERSPECTIVE VIEW



_FXE Canopy Rendering Before PERSPECTIVE VIEW



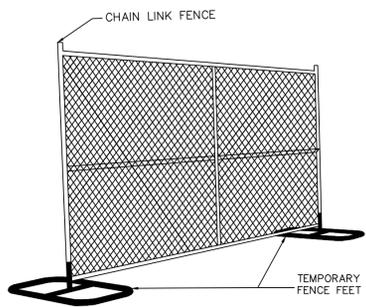
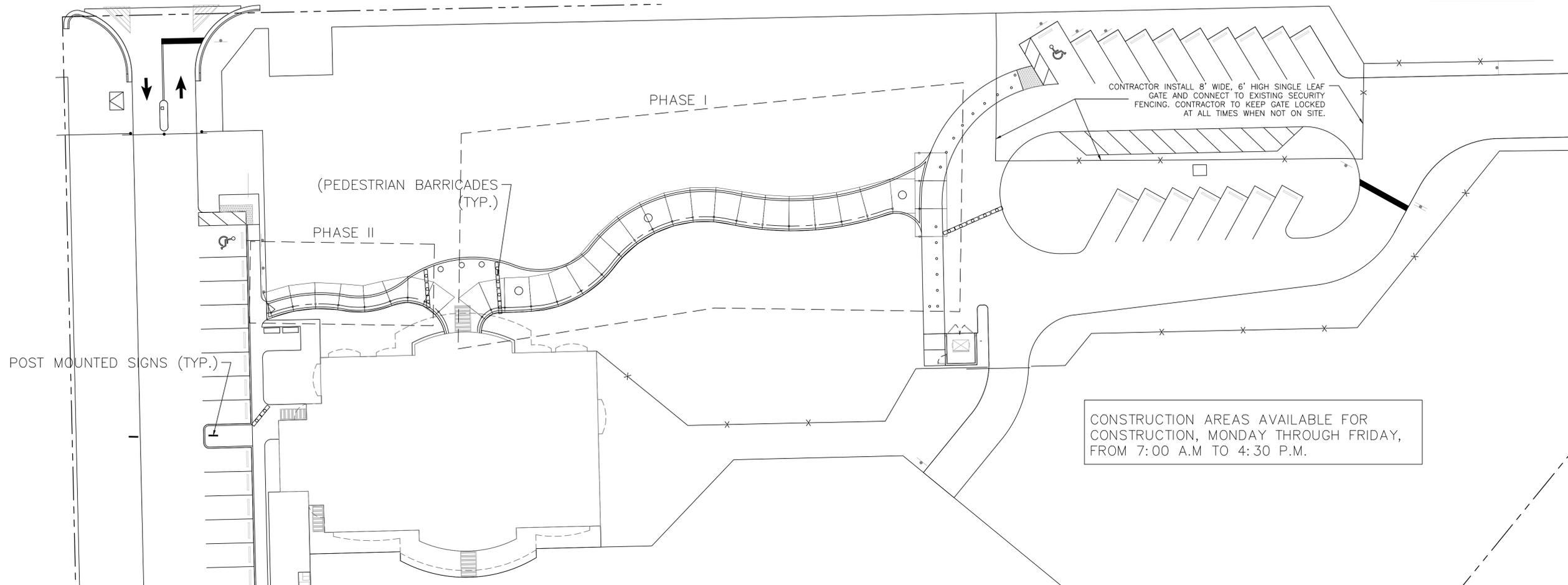
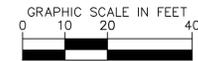
_FXE Canopy Rendering Before PERSPECTIVE VIEW



STREETSCAPE PLAN

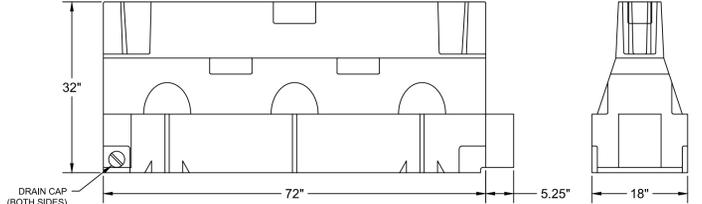
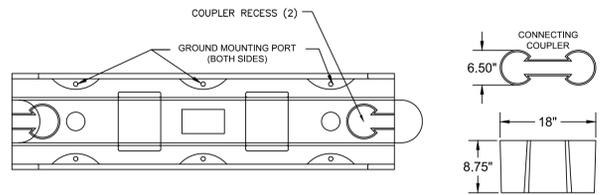
EXHIBIT D

THE SCHEMATIC LAYOUTS AND CONCEPTUAL DESIGN CRITERIA



TEMPORARY 6' HIGH SECURITY FENCE DETAIL
N.T.S.

1. CONTRACTOR SHALL REPAIR AT NO ADDITIONAL COST TO THE OWNER ANY DAMAGES TO THE EXISTING CONCRETE, PARKING STRIPINGS, AND ANY OTHER ITEM AS A RESULT OF THE STAGING AND STORAGE AREA.



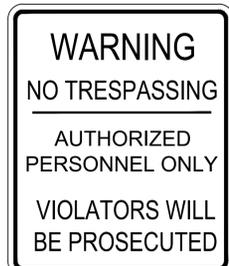
PEDESTRIAN BARRICADE DETAIL
N.T.S.

CONTRACTOR STAGING AREA NOTES:

1. THE EXACT LIMITS, LIGHTING AND SECURITY REQUIREMENTS OF THE CONTRACTOR'S STAGING AND STORAGE AREA SHALL BE ESTABLISHED BY THE CONTRACTOR WITH THE APPROVAL OF THE OWNER IN THE AREAS GENERALLY AS SHOWN ON THE PLANS. ANY AND ALL REQUIRED UTILITIES FOR THE CONTRACTOR'S OPERATIONS SHALL BE ARRANGED FOR AND PAID FOR BY THE CONTRACTOR DIRECTLY WITH THE APPROPRIATE UTILITY AGENCIES. UTILITY ARRANGEMENTS SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. THE CONTRACTOR SHALL USE THE STORAGE AND STAGING AREA SHOWN ON THE PLANS FOR ITS FIELD OFFICE, SHOP, MATERIAL AND EQUIPMENT STORAGE, AND OTHER PROJECT RELATED ACTIVITIES, INCLUDING EMPLOYEE PARKING. ALL COSTS ASSOCIATED WITH PREPARING THE STORAGE AND STAGING AREA SITE SHALL BE BORNE BY THE CONTRACTOR. THIS INCLUDES BUT IS NOT LIMITED TO, CONSTRUCTION OF ALL TEMPORARY UTILITIES, ALL SECURITY FENCING, CLEAN-UP AND RESTORATION OF SITE TO ORIGINAL CONDITION.
2. CONSTRUCTION EQUIPMENT SHALL BE PARKED ONLY WITHIN CONTRACTOR'S STAGING AND STORAGE AREA OUTSIDE OF ESTABLISHED HOURS OF CONSTRUCTION.

ACCESS AND HAUL ROAD NOTES:

1. THE ACCESS POINTS TO THE PROJECT SITE ARE SHOWN ON THE PLANS.
2. THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED CONSTRUCTION PERSONNEL OR TRAFFIC ON THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE CLEAN-UP OF ANY DEBRIS DEPOSITED AT THE PROJECT SITE AND ALONG ANY ROAD AS A RESULT OF HIS/HER CONSTRUCTION TRAFFIC. DIRECTIONAL SIGNAGE AT THE ACCESS GATE AND THE DELIVERY ROUTE TO THE STORAGE AREA OR WORK SITE SHALL BE APPROVED BY THE OWNER. ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE SITE SHALL BE DIRECTED TO THE ACCESS POINTS IDENTIFIED.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE OFF-SITE ROUTES (STATE HIGHWAYS, COUNTY ROADS OR CITY STREETS) WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE AFFECTED ROUTE.
4. ALL CONTRACTOR VEHICLES AND TRAFFIC SHALL REMAIN WITHIN THE DESIGNATED CONSTRUCTION AREAS, STAGING AREAS OR HAUL ROUTES.
5. ALL CONTRACTOR VEHICLES SHALL DISPLAY IN FULL VIEW LOGOS CONSPICUOUSLY PLACED ON EACH SIDE OF THE VEHICLE WITH 4" MINIMUM LETTER HEIGHT.
6. CONTRACTOR SHALL PROVIDE ADEQUATE PROFESSIONALLY PAINTED SIGNS TO DIRECT MATERIAL SUPPLIERS AND EMPLOYEES TO THE CONSTRUCTION SITE. SIGN AT ENTRANCE GATE SHALL BE PROFESSIONALLY PAINTED 4' X 8' AND READ "CONSTRUCTION VEHICLES ONLY - NO VENDORS ALLOWED."
7. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL REMOVE STAGING AREA AND RESTORE AREA TO ORIGINAL CONDITION.



"NO TRESPASSING SIGN"
*SIGNS TO BE MOUNTED ON POSTS N.T.S.

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

CALL 48 HOURS BEFORE DIGGING
FAA FACILITIES 954-356-7212

DATE:	07/2017
DRAWN BY:	FB
DESIGNED BY:	SCALE: N.T.S.
CHECKED BY:	FB
FIELD BOOK:	FB

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE

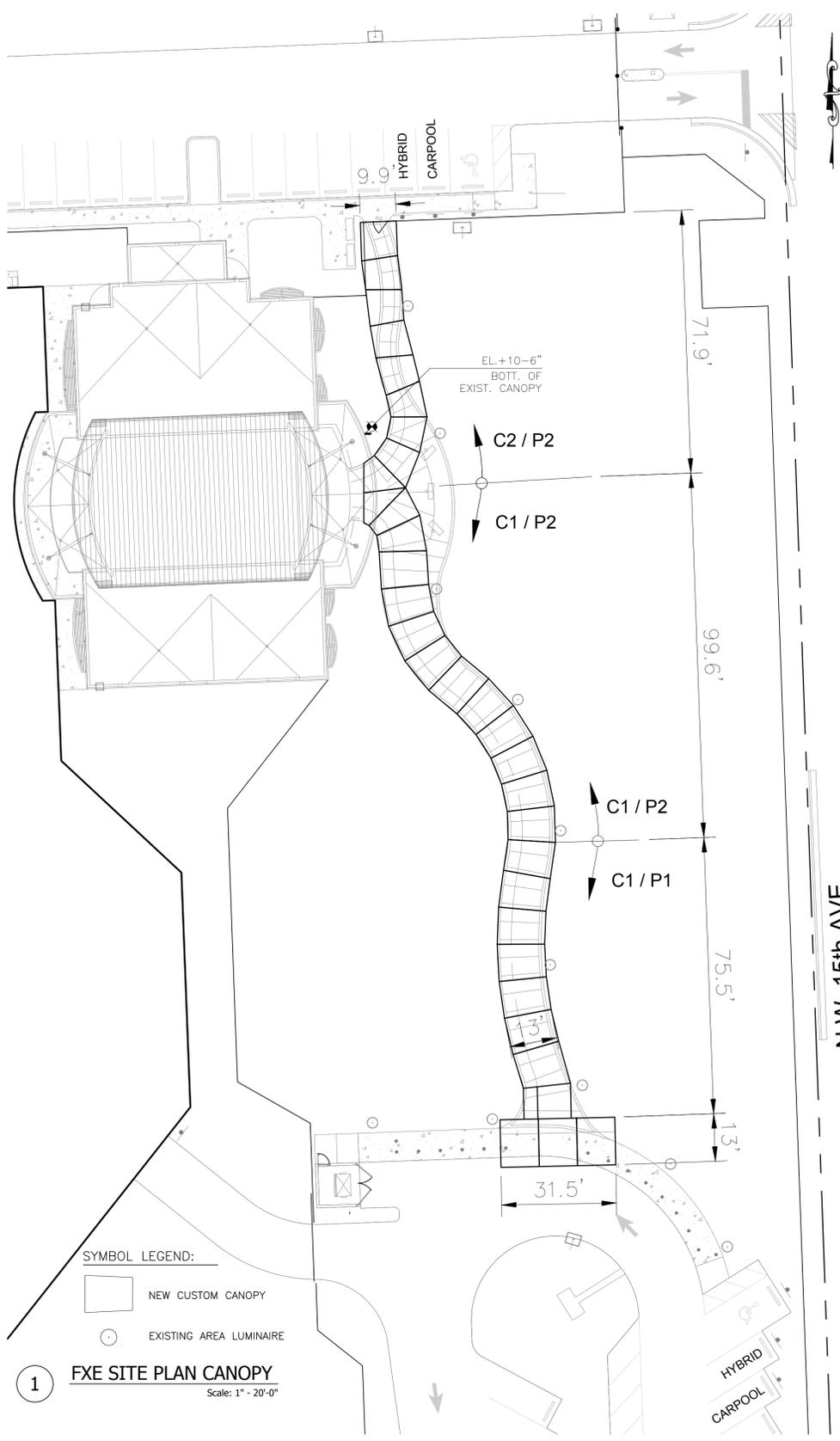
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	DESCRIPTION

PROJECT # 12290
EXECUTIVE AIRPORT
FXE CUSTOMS CANOPY
PHASING PLAN, CONTRACTOR'S STAGING PLAN
5301 EAST PERIMETER ROAD

SHEET NO.	OF
C01	02
TOTAL:	02
CAD FILE:	12290-C01_08.16.2018
DRAWING FILE NO.	4-140-95

EXHIBIT D

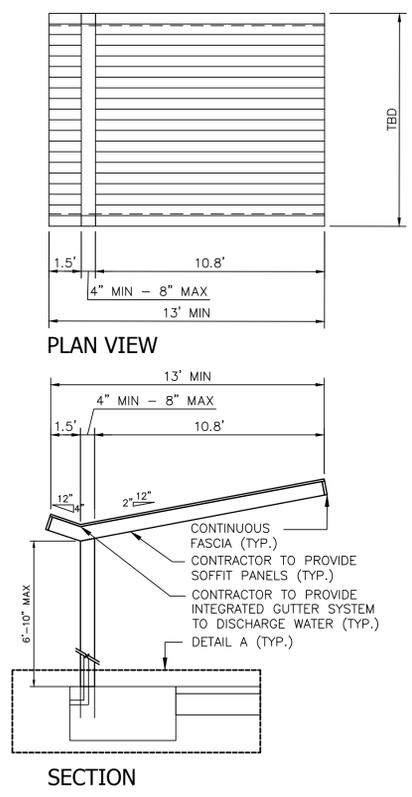


FXE CANOPY PANEL	
CANOPY No.	WIDTH
CANOPY 1 (C1)	13'-0" MIN
CANOPY 2 (C2)	9'-9" MIN

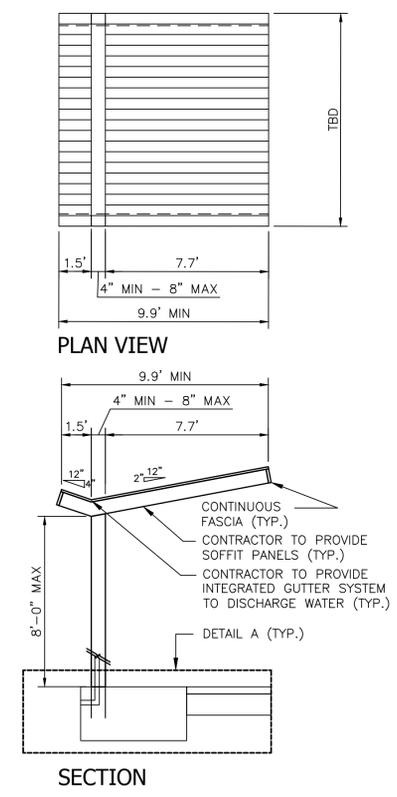
FXE CANOPY POST	
POST No.	HEIGHT
POST 1 (P1)	6'-10" MAX
POST 2 (P2)	8'-0" MAX

1 FXE SITE PLAN CANOPY Scale: 1" = 20'-0"

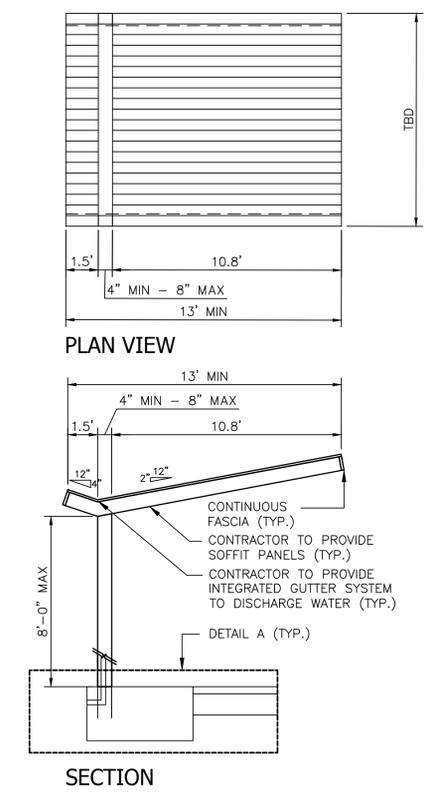
7 FXE CANOPY POST SCHEDULE



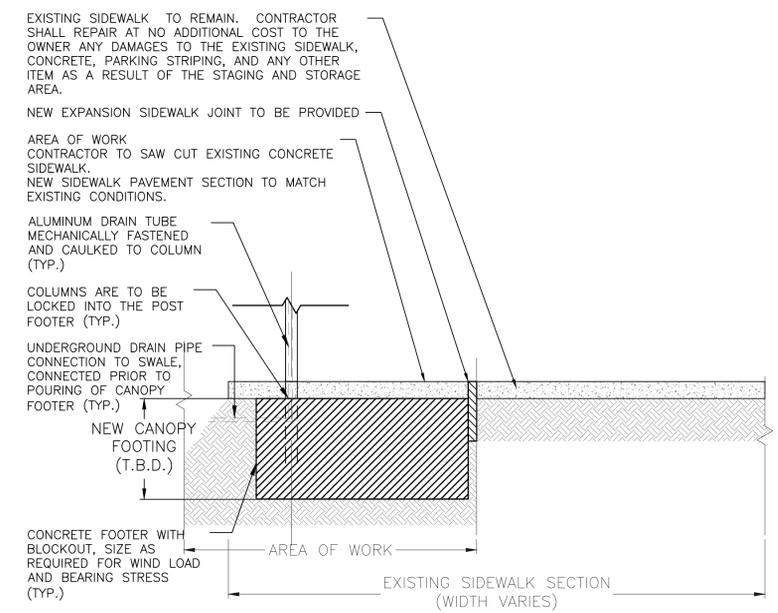
2 CANOPY PANEL 1 (C1) / POST 1 (P1) Scale: 3" = 1'-0"



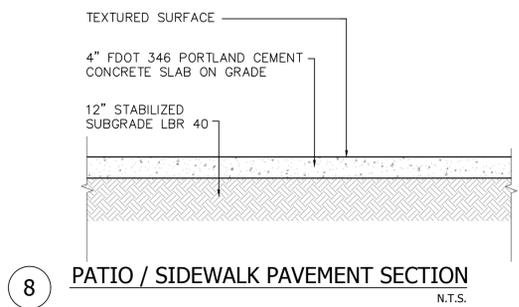
3 CANOPY PANEL 2 (C2) / POST 2 (P2) Scale: 3" = 1'-0"



4 CANOPY PANEL 1 (C1) / POST 2 (P2) Scale: 3" = 1'-0"



5 DETAIL A - CANOPY PANEL CONNECTION (TYP.) Scale: 3/4" = 1'-0"



8 PATIO / SIDEWALK PAVEMENT SECTION N.T.S.

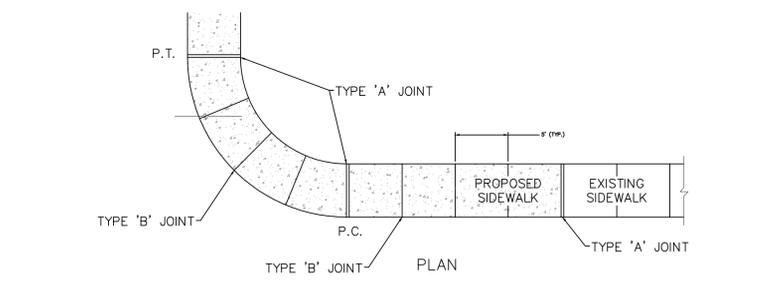
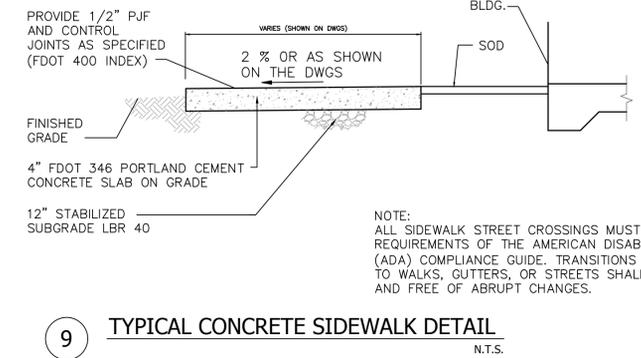
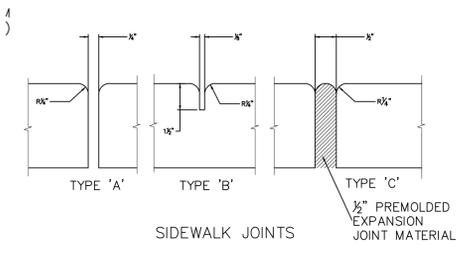


TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	100' MAX. SPACING, P.C./P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALKS.
'B'	5'-0" CENTER TO CENTER
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES.



9 TYPICAL CONCRETE SIDEWALK DETAIL N.T.S.

DRAWN BY:	DATE:
BH	Jun. 6, 17
DESIGNED BY:	SCALE:
DC	AS SHOWN
CHECKED BY:	IT
FIELD BOOK:	

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

NO.	DATE	BY	DESCRIPTION

PROJECT # 12290
FORT LAUDERDALE EXECUTIVE AIRPORT
FXE PROPOSED CANOPY
PLAN SHEET
5301 EAST PERIMETER ROAD

SHEET NO.	OF
A02	02
TOTAL:	02
CAD FILE:	12290-A01_08.16.2018
DRAWING FILE NO.	4-140-95

EXHIBIT D

Z:\12000\200-299\12290\DESIGN\DRAWINGS\CURRENT\12290-A01_08.16.2018.DWG



APPENDIX A

Geotechnical Engineering Report
U.S. Customs and Border Protection Facility
Fort Lauderdale Executive Airport
City of Fort Lauderdale, Florida
 City's Project No. P-11242

INFORMATION ONLY

10/16/2018 7:48 AM



February 14, 2011
 Project No. 05-10-0022-106

Mr. Fernando Blanco
 Airport Engineer
 City of Fort Lauderdale
 Public Works Department
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Phone: 954-828-6536

**RE: Geotechnical Engineering Report
 U.S. Customs and Border Protection Facility
 Fort Lauderdale Executive Airport
 City of Fort Lauderdale, Florida
 City's Project No. P-11242**

Dear Mr. Blanco:

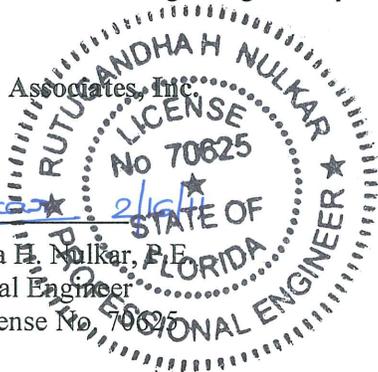
Nodarse & Associates, Inc. (N&A) has completed the required subsurface exploration for the U.S. Customs and Border Facility Protection Project in accordance with the scope of services provided in our proposal number 05-10-0022-106 dated January 4, 2011. The purpose of this study is to explore the existing soil and groundwater conditions and provide geotechnical recommendations to assist in the design of the single story 7,000 square foot U.S. Customs Facility Building with associated parking, landscaping, airfield apron and exfiltration trenches.

N&A has previously performed geotechnical services for the U.S. Customs and Border Protection Facility. A geotechnical report (Project No. 05-05-0132-151) dated July 7, 2010 was previously submitted for this project. However, as we understand that it, due to security standards required by the Department of Homeland Security (DHS), the plans have been updated. This report provides results of the subsurface exploration and geotechnical recommendations based on the new site plan.

We appreciate the opportunity to be of service to you. Please feel free to contact us if you have any questions or comments regarding this report.

Sincerely,
 Nodarse & Associates, Inc.

Rutugandha H. Nulkar
 Rutugandha H. Nulkar, P.E.
 Geotechnical Engineer
 Florida License No. 70825



Julio De Blas
 Julio De Blas, P.E.
 Geotechnical Engineer
 Florida License No. 64653

City of Fort Lauderdale

Bid 12157-195

p. 59

BUILD ON OUR EXPERIENCE

GAINESVILLE | JACKSONVILLE | LAKE LAND | MIAMI | ORMOND BEACH
 TALLAHASSEE | TAMPA | WEST PALM BEACH | WINTER PARK

2448 METROCENTRE BLVD. • WEST PALM BEACH, FLORIDA 33407
 P: 561-616-0870 • F: 561-616-0871
 WWW.NODARSE.COM CAM # 19-0110

Exhibit # 1

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APPENDIX A

- Figure 1 – U.S.G.S. Quadrangle Map
- Figure 2 – Soils Map
- Figure 3 – Boring Location Plan
- Figure 4 – Soil Boring Profiles

APPENDIX B

- Table 1- Summary of Laboratory Test Results
- Plots of Grain Size Distribution Curves

U.S. Customs and Border Protection Facility
Fort Lauderdale Executive Airport
City of Fort Lauderdale, Fl
City Project No. P-11242
N&A Project No. 05-10-0022-106

1.0 SITE LOCATION AND PROJECT DESCRIPTION

The project site is located on the south east side of the Fort Lauderdale Executive Airport, along NW 15th Avenue between NW 52nd Street and NW 53rd Street in the City of Fort Lauderdale, Florida. The project will consist of a single story 7,000 square foot U.S. Customs Facility Building with associated parking, landscaping, airfield apron and exfiltration trenches at the Fort Lauderdale Executive Airport. We understand that the existing building at the proposed location will be demolished and the new US Customs and Border Protection Facility will be constructed. The purpose of the report was to perform a subsurface exploration and provide geotechnical engineering recommendations to assist in the design of the project. Site topography was obtained from the United States Geological Surveys (U.S.G.S.) quadrangle map. The site elevation is approximately +10 feet NGVD.

2.0 SCOPE OF SERVICES

The scope of services may be summarized as follows:

- Laid out borings and obtained utility clearances prior to commencing the field work.
- Performed three (3) Standard Penetration Tests (SPT) borings (TB-1 through TB-3) to a depth of approximately 15 feet below existing ground surface.
- Recorded groundwater level at the time of borings.
- Visually classified soil samples in Nodarse's laboratory, and tested selected samples for natural moisture content, grain-size distribution analyses, and organic content.
- Picked up three (3) bulk samples to perform California Bearing Ratio (CBR) Test.
- The results of the exploration are presented in this geotechnical report, which includes:
 1. USGS Quadrangle Map.
 2. Surface soil conditions on the basis of USDA Soil Survey.
 3. Boring location plan.
 4. SPT boring logs.
 5. Laboratory test results.
 6. Subsurface soil conditions encountered and soil classifications.
 7. Geotechnical engineering recommendations.

3.0 U.S.D.A. SOILS SURVEY

The information from the U.S.D.A. Soil Survey of Broward County, Florida, indicates that one soil map the project site as shown in **Figure 2**, presented in the **Appendix A**.

***St: St. Lucie Fine Sand** – This is nearly level, deep, excessively drained, sandy soil on low knolls and ridges. The surface layer is gray fine sand about 4 inches thick. White fine sand is between the depths of 4 and 82 inches. Below this to a depth of 94 inches is white fine sand mottled with brown. The water table is generally below a depth of 80 inches.*

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4.0 FIELD EXPLORATION

4.1 Standard Penetration Test (SPT) Borings

The subsurface exploration was performed on January 21, 2011. The field exploration consisted of three (3) SPT soil borings (TB-1 through TB-3) to a depth of 15 feet below the ground surface. The SPT borings were performed outside the building footprint given the existing structure/hangar has to be demolished. The SPT borings were performed in general accordance with the American Society of Testing and Materials (ASTM) test designation D 1586 titled "Standard Practice for Penetration Test and Split-Barrel Sampling of Soils". The "N" values from the SPT were obtained using an automatic hammer. The retrieved samples were visually examined and classified. Upon completion of each boring, the depth to groundwater was measured in the open borehole. The boreholes were grouted upon completion of the field work.

5.0 LABORATORY TESTING

5.1 Soils Classifications and Test Data

Soil samples recovered from the borings were visually classified in general accordance with the American Society of Testing and Materials (ASTM) Test Designation D 2487 (Unified Soil Classification System). Select soil samples were tested at Nodarse & Associates, Inc. laboratory for natural moisture content, grain-size distribution and organic content. Also, California Bearing Ratio (CBR) tests were performed on the soil samples collected from the site to be used as pavement base/subgrade material. These tests were performed as follows:

Natural Moisture Content tests were performed in general accordance ASTM Test Designation D 2216, titled "Laboratory Determination of Water [Moisture] Content of Soil, Rock and Soil-Aggregate Mixtures".

Organic content tests were performed in general accordance ASTM Test Designation D 2974, titled "Moisture, Ash, and Organic Matter of Peat and other Organic Soils".

Grain-size Distribution Analyses were performed in general accordance ASTM Test Designation D 422, titled "Particle-Size Analysis of Soils". The grain size distribution analysis also measures the percentage of soils particles passing the No. 200 sieve. The percentage by weight passing the No. 200 sieve is the amount of silt and clay sized particles reported.

Three **California Bearing Ratio** Tests were performed in accordance with D1883 "Standard Test Method for CBR (California Bearing Ratio) of Laboratory-Compacted Soils". The test results are discussed in Section 8.6.

Summary of laboratory test results along with plots of grain-size distribution analyses are presented in **Table 1** of **Appendix B**. In addition, laboratory test results are included on the "Soil Boring Profiles", **Figure 4** of **Appendix A**.

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6.0 SUBSURFACE AND GROUNDWATER CONDITIONS

6.1 Subsurface Conditions

The subsurface stratification is based on visual examination of the recovered soil samples, laboratory testing results, and interpretation of the field boring logs by a geotechnical engineer. The results of the subsurface exploration disclosed three (3) different soil layers at the SPT boring locations. The subsurface conditions under the existing structure may differ from the subsurface conditions from the SPT borings given that the borings were performed outside the existing structure. The generalized soil descriptions of the material encountered in the borings is presented in **Table A**.

Table A: Generalized Descriptions of Subsurface Soils

Stratum Number	Soil Description	U.S.C.S Classification
1	Tan to brown silty SAND, trace to little limerock fragments and shells (Base/subgrade)	SM
2	Yellowish brown fine to medium SAND	SP
3	Gray to brown fine to medium SAND, trace to few silt, occasional organic stain	SP/SP-SM

The subsurface conditions encountered in the SPT borings are presented in the “Soil Boring Profiles”, **Figure 4 of Appendix A**. The borings present the conditions at the particular boring location. The boring stratification lines present the approximate boundaries between soil types of significantly different engineering properties. Stratification boundaries should be considered approximate as the actual transition between soil types may be gradual.

6.2 Groundwater Conditions

Groundwater levels were observed ranging from 10 to 11 feet below existing ground surface. The water levels were recorded shortly after completion of drilling. The groundwater table encountered in the borings during the field investigation is presented adjacent to the soil boring profiles on **Figure 4 of Appendix A**.

Fluctuations in the groundwater level should be expected due to seasonal climatic changes, rainfall variations, surface runoff and other construction activities. Therefore, at any time of the year different from the time of drilling, there is a possibility of a change in the recorded levels. It is to be noted that during the peak of the wet hydroperiod, with rainfall at a maximum, groundwater level at the site could be one (1) to two (2) feet higher than that measured in the test locations.

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7.0 FOUNDATION EVALUATION AND RECOMMENDATIONS

7.1 Overall Site Geotechnical Suitability

Based on the results of the subsurface exploration and our engineering analyses, we consider the site suitable from a geotechnical engineering perspective for the proposed construction. The following sections provide our conclusions and recommendations for site preparation, foundation recommendations compaction specifications, fill placement, and construction recommendations.

7.2 Shallow Foundations

After completion of site preparation procedures as noted in Section 8.0 of the report, the proposed structure can be supported on shallow foundations that are designed using a maximum net allowable bearing pressure of 3,000 pounds per square foot (psf), resting on compacted approved structural fill material or on compacted existing sandy soils. The bottom of the footings should be at least 18 inches below the finished exterior grade in order to provide needed confinement. We further recommend that the footings supporting isolated columns have a minimum width of 24 inches and continuous footings have a minimum width of 18 inches, even if those dimensions produce a bearing pressure less than the allowable.

Foundations subject to transient lateral loads will resist these forces through a combination of base shearing resistance mobilized at the footing-subgrade interface and earth pressure acting on the vertical faces of the footings at right angles to the direction of applied load. Base shearing resistance may be determined using a friction factor of 0.6. Passive earth pressure resistance should be computed using an equivalent fluid pressure of 150 pounds per square foot per foot of depth, for granular backfill material. Resistance to sliding determined in accordance with the noted parameters should be considered available/ultimate resistance. Accordingly, the design for sliding resistance should include a factor of safety. We recommend that a factor of safety of at least 1.5 be used.

To calculate the resistance of a footing to uplift forces, a prismatic failure block with vertical faces should be assumed above the footing base. The resisting forces will be provided by the combination of footing weight, overburden soil weight in the failure block, and shearing resistance along the faces of the soil block. The weight of the soil above the water table should be taken as 110 pounds per cubic foot (pcf). For submerged soil, a buoyant weight of 48 pcf should be used. The factor of safety against uplift should not be less than 1.5.

7.3 Settlements of Shallow Foundations

We have evaluated settlement for shallow foundations bearing on granular soils. The amount of settlement is primarily governed by the elastic compressibility of the material, the size and depth of its foundations, and the pressure imposed (compression loads) on the supporting materials by the foundations.

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Based on the field test data obtained, our experience with similar structures and empirical relationships and calculations for bearing capacity and settlement, we have estimated that the maximum total settlement of the foundations resting on granular soils will be less than one (1) inch. Differential settlement, between adjacent foundations, should be approximately ½ of the total settlement. Distortions that occur along the wall footings due to differential settlement are not expected to be more than 1 in 360.

Compacted existing sandy soils or structural fill that will provide support to the footings have very low compressibility characteristics and any settlement due to pressure applied by the foundations is likely to occur almost immediately upon application of the loads. In this case, nearly all of the settlement of the structure foundations due to dead loads is expected to take place during construction. The portion of the settlement due to the live load of the structure will generally take place soon after the first application of this load.

Our settlement estimates depend on the bearing surface preparation being carried out as recommended herein. Total and differential settlements of the noted magnitudes are usually considered tolerable for the anticipated construction; however, the tolerance of the proposed structure to the predicted total and differential settlements should be confirmed by the structural engineer/architect.

7.4 Slab-on-Grade Recommendations

We recommend that the procedures described in Section 8.0 of this report be used to prepare the floor slab subgrade. Ground floor slabs can bear directly on top of compacted structural fill material. A modulus of subgrade reaction value of 150 pounds per cubic inch (pci) may be used for design.

To avoid potential moisture problems, we recommend that slab subgrade soils be covered with a vapor barrier (such as visqueen, normally 6 mil thick) prior to constructing the slab-on-grade floors. The floor slabs should be reinforced to make them as rigid as practical. Proper joints should be provided at the junctions of the slabs and foundation system so that a small amount of independent movement can occur without causing structural damage. A friction factor of 0.21 should be used for the vapor barrier-soil interface.

8.0 SITE PREPARATION

8.1 General

Based on the results of our field exploration, we anticipate site preparation procedures to include the following:

1. Site preparation for the proposed development should include demolition of the existing structure, stripping the existing asphalt and concrete pavement, grass landscape islands, tree roots and vegetation, and any other unsuitable materials that might be encountered at the proposed building location. Any other structures and features at the building location should be removed within the footprint of the proposed structure.

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2. Debris from the demolition including the existing structure foundations (i.e. slab, footings, etc.) should be removed entirely from the site.
3. The location of any existing underground utility lines within the construction area should be established. Provisions should be made to relocate any interfering utility lines within the construction area. Abandoned utilities should be removed or grouted to reduce the possibility of subsurface erosion that could result in future settlement.
4. The cleared exposed subgrade should be densified as specified in Section 8.2. Densification of the soils should be performed within the proposed development areas plus a 5-foot wide perimeter extending beyond the outside edge, where practical. Densification operations should continue until the subgrade soils are firm and unyielding.
5. Any fill required to raise grades should conform to the recommendations in Section 8.3 of the report.

8.2 In-Situ Densification

Proof-rolling of in-place granular soils should be performed in the proposed development areas plus a five foot wide perimeter extending beyond the outer lines of the construction areas, where practical. Densification should be accomplished with a self-propelled vibratory roller which imparts a dynamic force of not less than 40,000 pounds. To minimize the effects of compaction induced vibrations on adjacent existing structures, the compaction operation should be limited to a distance not closer than 25 feet from existing structures.

The maximum drum roller weight to be used between 5 to 25 feet from the existing structures should be limited to 4 tons. For distances of less than 5 feet, a walk behind vibratory sled or roller should be used. Compaction of the bearing surface using this equipment should continue until no further vertical settlement of that surface is visually discernible. Any area of the exposed surface that deflects excessively under the weight of the compaction equipment should be excavated approximately 24 inches and replaced with compacted structural fill.

Density control should be exercised in the upper 12 inches of the subgrade. Soils in this interval should be compacted to at least 95 percent of the Modified Proctor maximum dry density determined per ASTM D-1557. Frequent wetting of the subgrade may be necessary during the rolling operations to prevent drying and loosening of the upper 6 to 12 inches of soil.

8.3 Structural Fill and Backfill

Proper control of the placement and compaction of new fills for the project should be exercised by a representative of the geotechnical engineer. The fill materials should be placed in lifts not exceeding 12 inches in loose thickness. Each lift should be compacted to a minimum of 95 percent of the Modified Proctor maximum dry density near the optimum moisture content as determined by ASTM D-1557.

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Fill to be compacted with a vibratory plate tamper or a small walk behind vibratory roller should be placed in lifts not exceeding six inches in loose thickness. It is imperative that any fill be placed, compacted and tested in accordance with the requirements of this report. The tests should be performed by a qualified soils technician working under the supervision of a geotechnical engineer in accordance with appropriate ASTM procedures. Any fill indicating less than the recommended relative compaction should be recompacted until the required density is obtained prior to the placement of subsequent fill lifts or pouring concrete for substructures.

Structural fill should be free of organic matter and consist of granular material containing less than 12 percent passing the U.S. Standard No. 200 mesh sieve. The fill material may be composed of either clean sands and/or limerock. The fill material should have no particle size in excess of three (3) inches and have a Unified Soil Classification System (USCS) designation of GP, GW, GP-GM, GW-GM, SP, SW, SP-SM or SW-SM.

Structural fill or backfill to be placed below the water table level should consist of an inorganic, non-plastic material, free of any man-made debris, limerock with a three (3) inch maximum particle size with ASTM classification (USCS) of GP, GW or FDOT 57 Stone with less than 5 percent material finer than the No. 200 sieve and a maximum particle size of 3 inches. The FDOT 57 stone should not be placed more than one foot above the water table level.

8.4 Groundwater Control

Groundwater control is not anticipated for construction at this site. If required, groundwater control for construction excavations at this site for either excavation dewatering or removal of temporarily perched water from a rain event can be controlled by pumping from sumps located in ditches or pits.

Groundwater should be maintained at the following levels:

1. At least one (1) foot below the bottom of any excavation made during construction operations and,
2. At least two (2) feet below the surface of any vibratory compaction operations.

If the above groundwater control is not sufficient, dewatering with well points may be used to facilitate construction. Dewatering systems should be designed and operated so as not to impact adjacent construction. Additionally, the discharge from dewatering systems should be handled in accordance with current regulatory criteria as related to the same.

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8.5 Foundation Construction for Shallow Foundations

After completion of site preparation procedures as noted in Section 8.0 of the report, the proposed structure can be supported on shallow foundations that are designed using a maximum net allowable bearing pressure of 3,000 pounds per square foot (psf), resting on compacted approved structural fill material or on compacted existing sandy soils. It is recommended that the soils exposed at the bottom of the footing excavations be compacted to at least 95 percent of the Modified Proctor maximum dry density just before pouring concrete. If the footing bearing materials become disturbed due to surface water resulting from precipitation and runoff, the disturbed soils should be overexcavated and replaced with compacted limerock which is densified to at least 95 percent of the Modified Proctor maximum dry density as determined by ASTM designation D-1557.

8.6 Existing Pavement Subgrade

The results of the California Bearing Ratio (CBR) tests indicate CBR values ranging from 28 to 41. If required, the subgrade may be stabilized by mixing the on-site material and a borrowed material such as limerock. The compaction requirements for the subgrade material for flexible pavements should be in accordance with *Chapter 3, Section 2-Flexible Pavements of FAA circular 150/5320-6E*.

9.0 EXCAVATION

Temporary excavations of the existing subsurface materials without the use of lateral earth pressure support systems (e.g. sheet piles) may be accomplished for granular soils with maximum side slopes of 1V:2H (min. factor of safety is 1.3).

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better insure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that all excavations, whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with the OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's responsible person, as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. We are providing this information solely as a service to our client. N&A is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

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N&A Project No. 05-10-0022-106*

10.0 CLOSURE

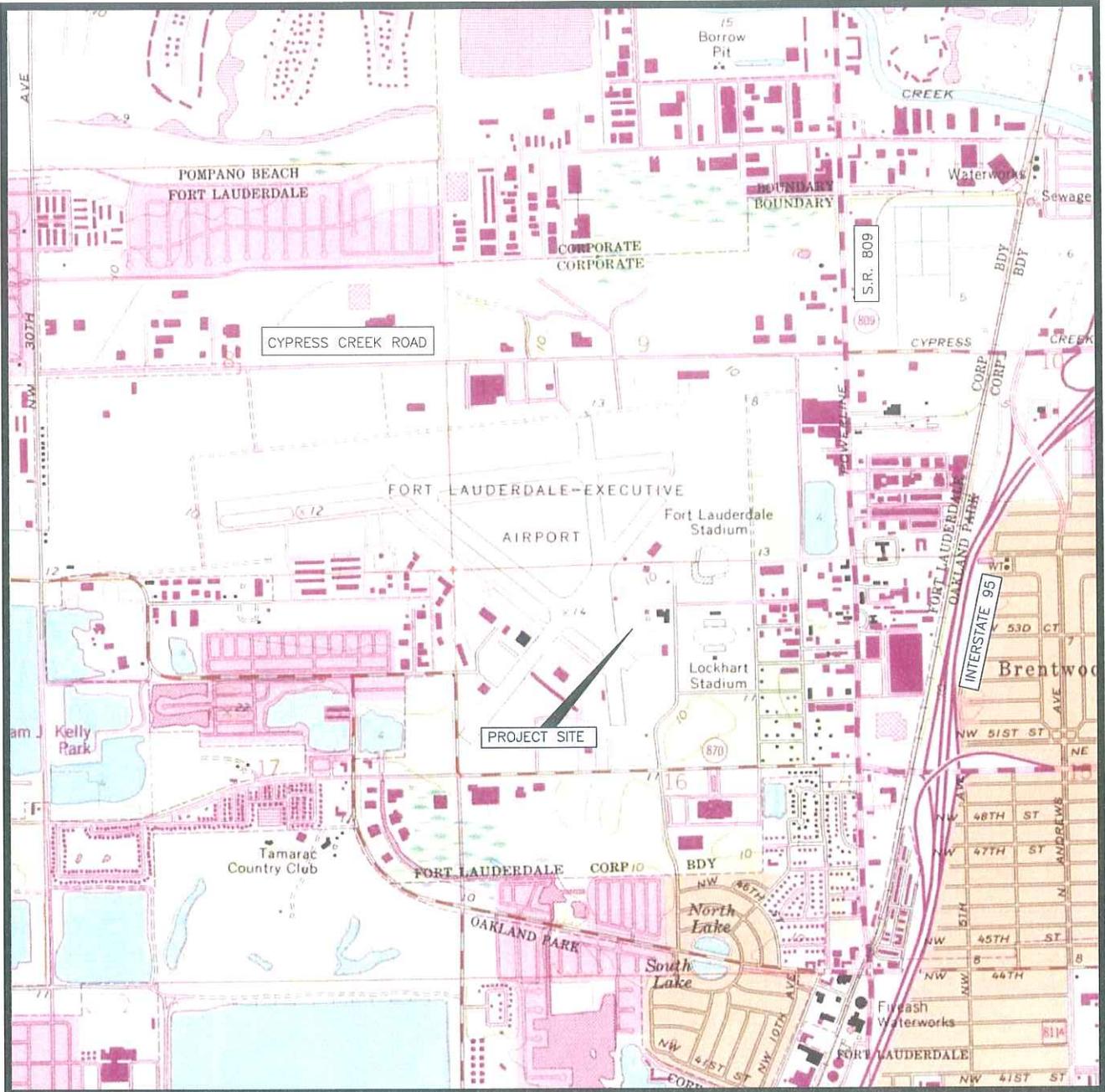
Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This company is not responsible for the conclusions, opinions or recommendations made by others based on these data. No other warranties are implied or expressed

The analyses and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered.

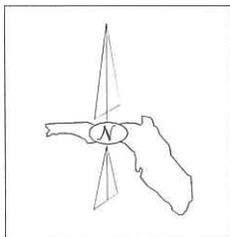
This report has been prepared for the exclusive use of City of Fort Lauderdale and their design consultants, for the specific application of construction single story U.S. Customs and Border Security Facility Building at the Fort Lauderdale Executive Airport in City of Fort Lauderdale, Broward County, Florida.

APPENDIX A

- FIGURE 1 U.S.G.S QUADRANGLE MAP**
- FIGURE 2 SOILS MAP**
- FIGURE 3 BORING LOCATION PLAN**
- FIGURE 4 SOIL BORING PROFILES**



REFERENCE: U.S.G.S. "FORT LAUDERDALE NORTH, FLORIDA" QUADRANGLE MAP ISSUED: 1962 REVISED: 1983
 SECTION: 8, 9, 16, 17
 TOWNSHIP: 49 SOUTH
 RANGE: 42 EAST
 SCALE: 1" = 2000'

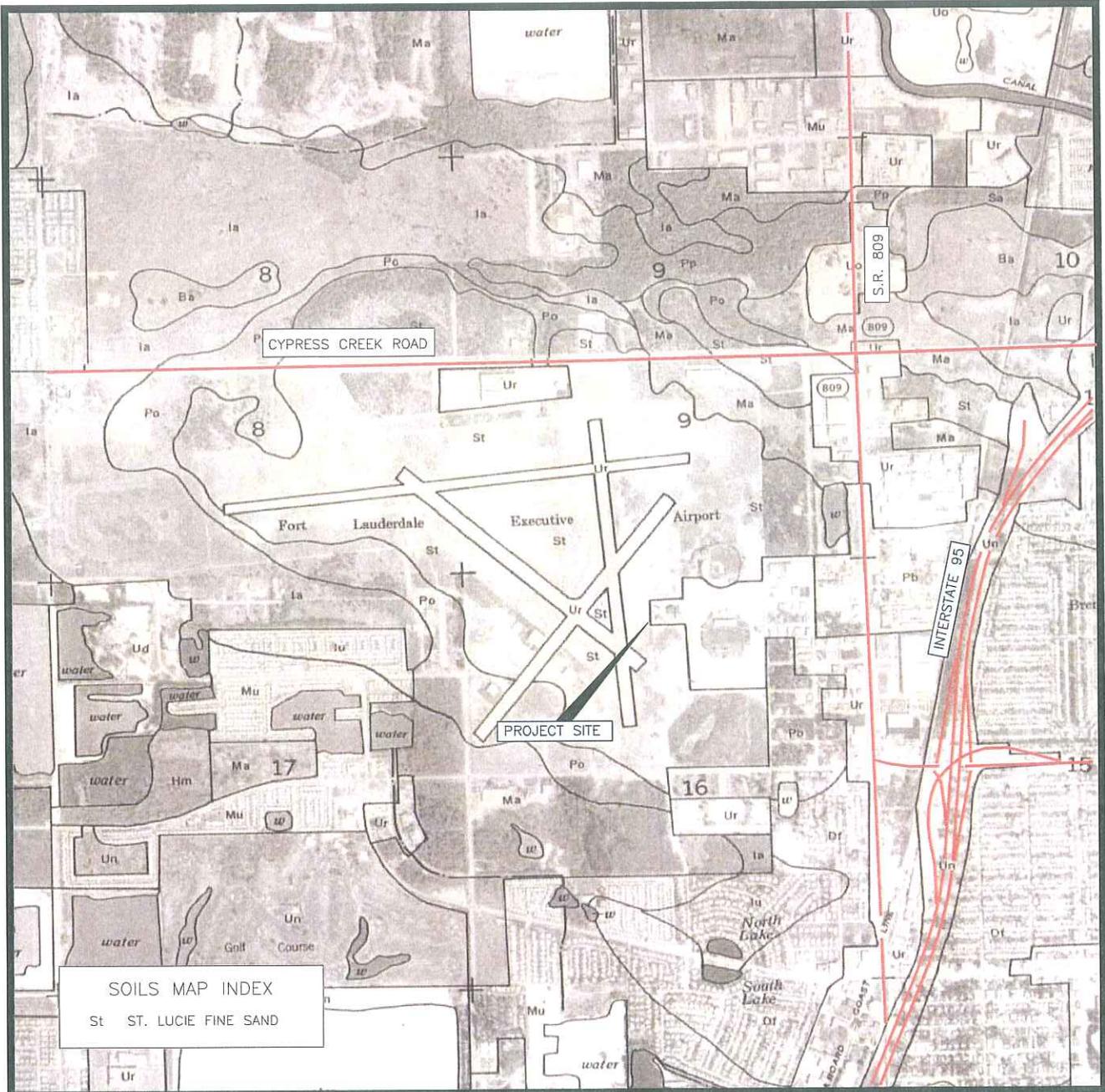


U.S.G.S. VICINITY MAP
 U.S. CUSTOMS AND BORDER PROTECTION FACILITY
 FORT LAUDERDALE EXECUTIVE AIRPORT
 BROWARD COUNTY, FLORIDA

DRAWN: MG
 CHKD: RN
 SCALE: NOTED
 DATE: 2-11-11

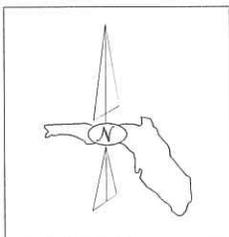


PROJ. No. 05-10-0022-106A FIGURE: 1



REFERENCE: U.S.D.A. - S.C.S. SOIL SURVEY FOR BROWARD COUNTY, FLORIDA
 SECTION: 8, 9, 16, 17
 TOWNSHIP: 49 SOUTH
 RANGE: 42 EAST
 SCALE: 1" = 2000'

ISSUED: 1984

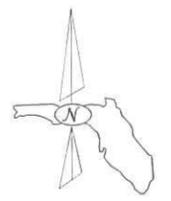


U.S.D.A. SOILS MAP
 U.S. CUSTOMS AND BORDER PROTECTION FACILITY
 FORT LAUDERDALE EXECUTIVE AIRPORT
 BROWARD COUNTY, FLORIDA

DRAWN: MG
 CHKD: RN
 SCALE: NOTED
 DATE: 2-11-11



PROJ. No. 05-10-0022-106A FIGURE: 2



APPROX. SCALE IN FEET



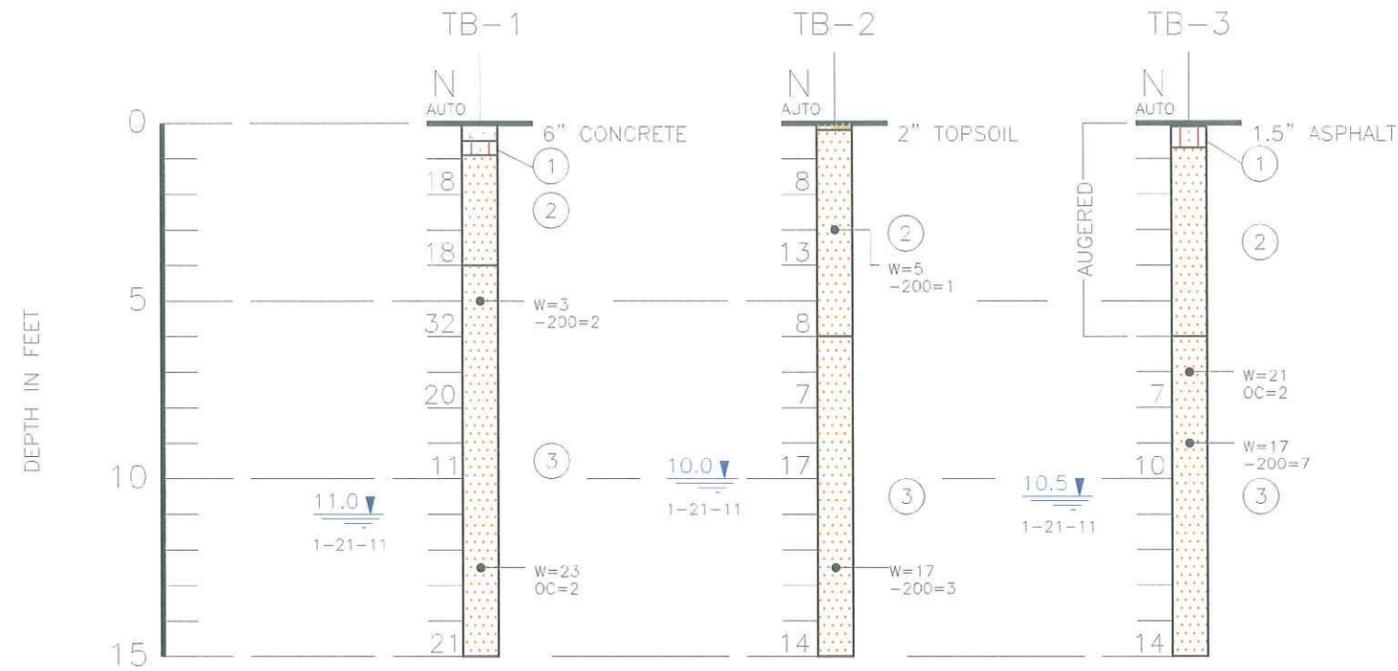
LEGEND

 APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING

BORING LOCATION PLAN
 U.S. CUSTOMS AND BORDER PROTECTION FACILITY
 FORT LAUDERDALE EXECUTIVE AIRPORT
 BROWARD COUNTY, FLORIDA

DRAWN:	MG	
CHKD:	RN	
SCALE:	NOTED	
DATE:	2-11-11	
PROJ. NO: 05-10-0022-106A		FIGURE: 3

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- LEGEND**
- (1) TAN TO BROWN SILTY SAND, TRACE TO LITTLE LIMEROCK FRAGMENTS AND SHELLS (BASE/SUBGRADE) (SM)
 - (2) YELLOWISH-BROWN FINE SAND TO MEDIUM SAND TRACE SILT (SP)
 - (3) GRAY TO BROWN FINE TO MEDIUM SAND, TRACE TO FEW SILT, OCCASIONAL ORGANIC STAIN (SP)(SP-SM)
 - (SP) UNIFIED SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
 - 10.5' 1-21-11 DEPTH TO GROUNDWATER LEVEL IN FEET WITH DATE OF READING
 - N AUTO AUTOMATIC HAMMER N-VALUE RECORDED RESISTANCE IN BLOWS PER FOOT. BORING DRILLED USING BK866 AUTOMATIC HAMMER.
 - W NATURAL MOISTURE CONTENT (%)
 - 200 FINES PASSING No. 200 SIEVE (%)
 - OC ORGANIC CONTENT (%)

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SOIL BORING PROFILES U.S. CUSTOMS AND BORDER PROTECTION FACILITY FORT LAUDERDALE EXECUTIVE AIRPORT BROWARD COUNTY, FLORIDA		
DRAWN:	MG	 NODARSE & ASSOCIATES, INC.
CHKD:	RN	
SCALE:	NOTED	
DATE:	2-11-11	
PROJ. NO:	05-10-0022-106A	FIGURE: 4

APPENDIX B

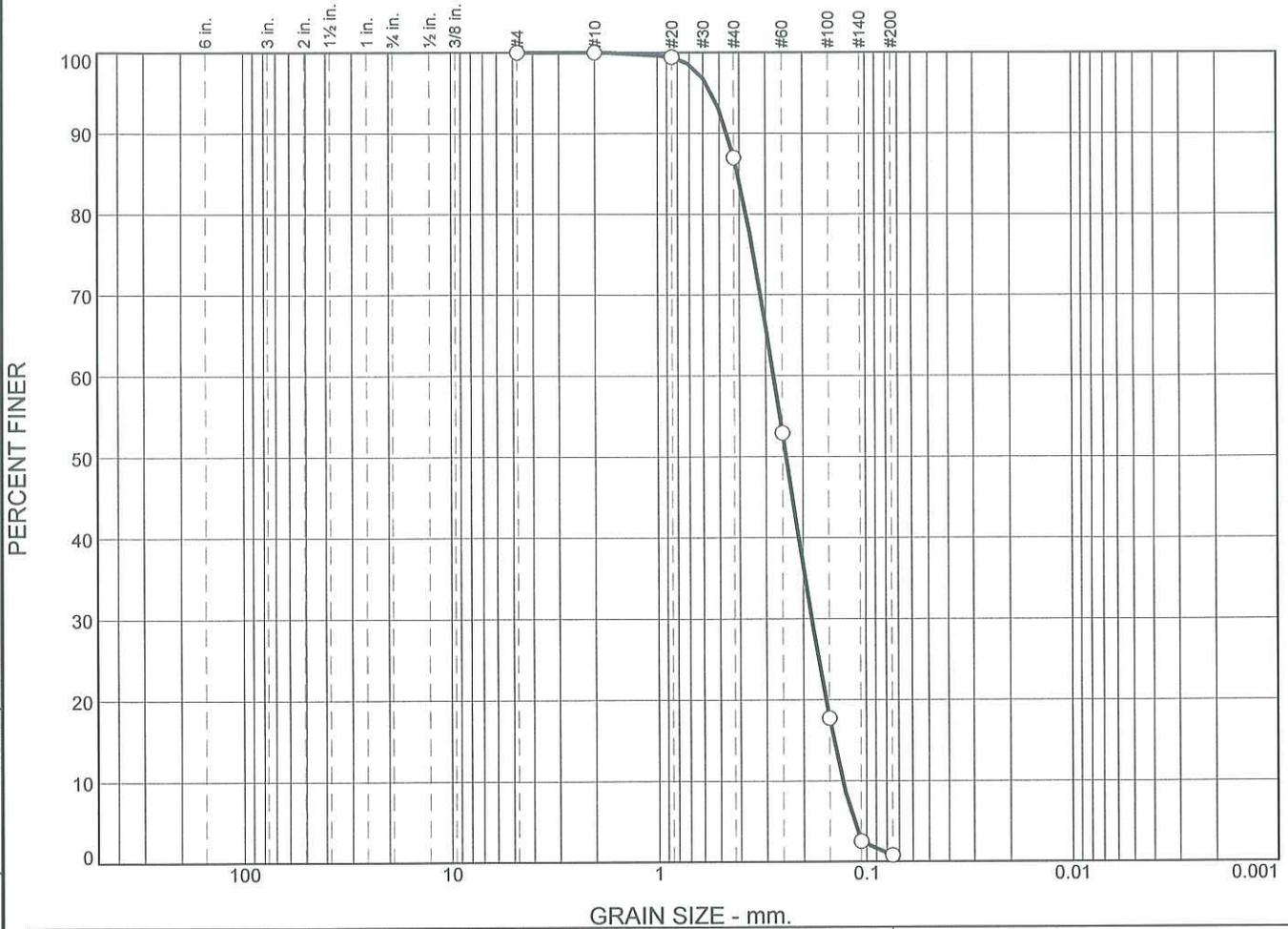
Table 1 – Summary of Laboratory Test Results

Plots of Grain Size Distribution Curves

**TABLE 1: LABORATORY TEST RESULTS
U.S.CUSTOMS & BORDER PROTECTION FACILITY
FORT LAUDERDALE EXECUTIVE AIRPORT
CITY OF FORT LAUDERDALE, FL
N&A Project No. 05-10-0022-106**

Boring No	Approximate Sample Depth	Passing Sieve Number (%)					Moisture Content (%)	Organic Content (%)	U.S.C.S. Classification
		10	40	60	100	200			
TB-1	4'-6'	99	87	47	14	2	3	-	SP
TB-1	10'-15'	-	-	-	-	-	23	2	SP
TB-2	2'-4'	100	87	53	18	1	5	-	SP
TB-2	10'-15'	100	85	50	18	3	17	-	SP
TB-3	6'-8'	-	-	-	-	-	21	2	SP
TB-3	8'-10'	100	80	41	12	7	17	-	SP-SM

Particle Size Distribution Report



These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

% +3"	% Gravel		% Sand			% Fines					
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay				
0.0	0.0	0.0	0.0	13.0	86.2	0.8					
<input checked="" type="checkbox"/>	Colloids	LL	PL	D ₈₅	D ₆₀	D ₅₀	D ₃₀	D ₁₅	D ₁₀	C _c	C _u
<input type="checkbox"/>				0.4073	0.2751	0.2402	0.1817	0.1431	0.1301	0.92	2.12

Material Description	USCS	AASHTO
<input type="checkbox"/> Yellowish-Brown Fine to Medium Sand, trace silt.	SP	

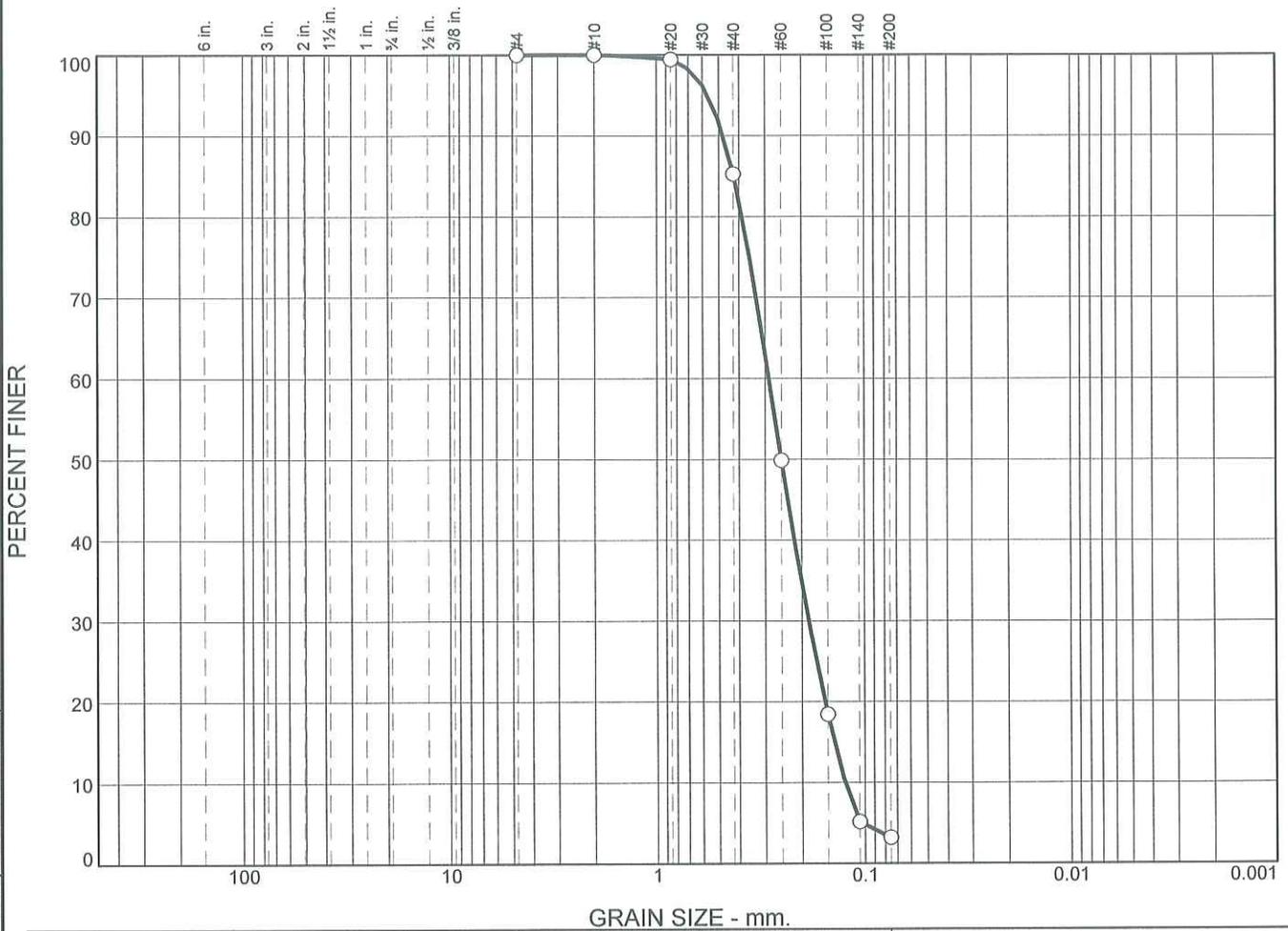
Project No. 05100022106 **Client:**
Project: U.S. Customs & Border Protection Facility
 Depth: 2'-4' **Sample Number:** TB-2
Date: 01-27-11
Nodarse & Associates, Inc.
West Palm Beach, FL

Remarks:
 Moisture Content 5%

Figure

Tested By: CF **Checked By:** RN

Particle Size Distribution Report



These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

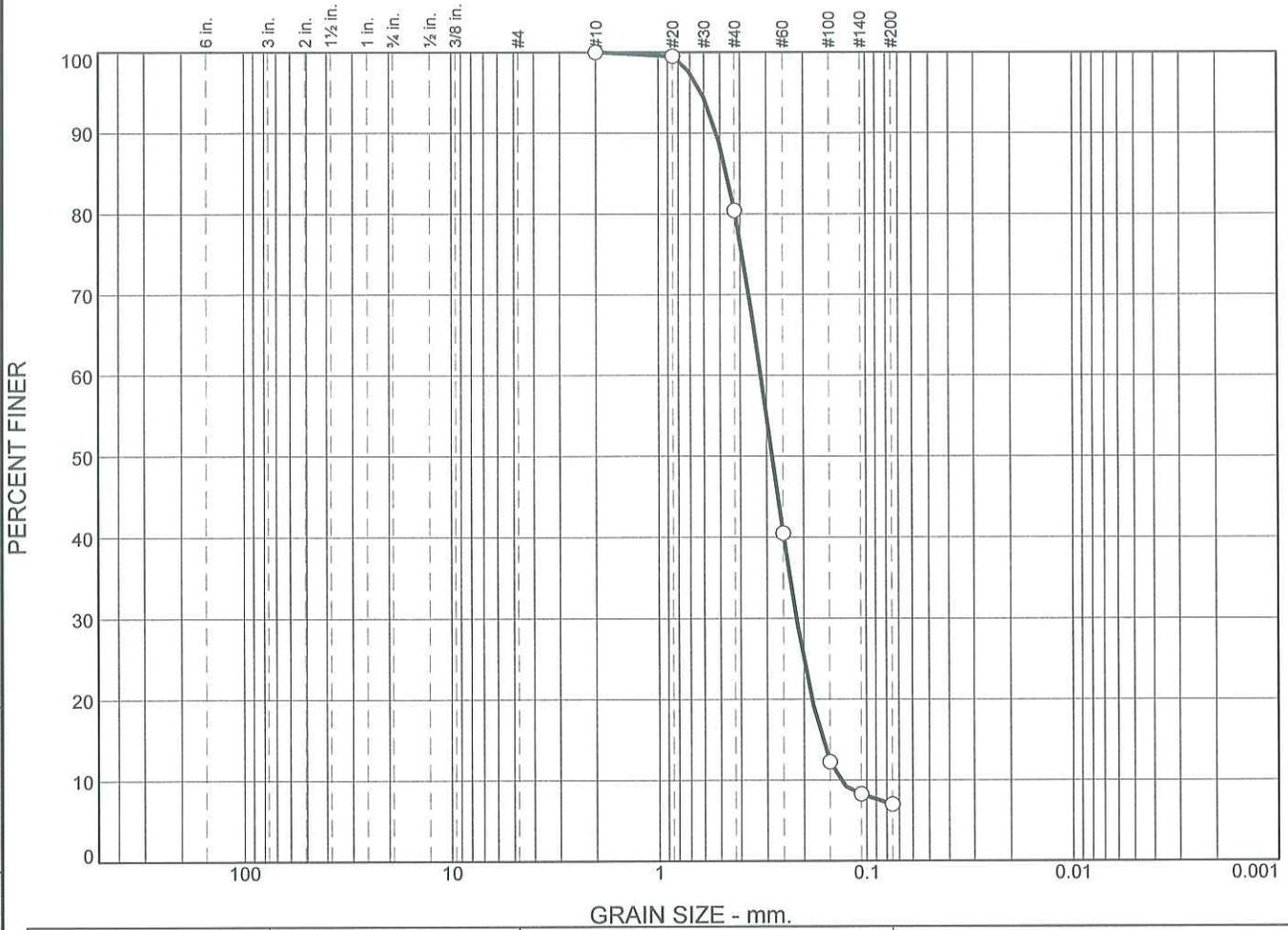
% +3"	% Gravel		% Sand			% Fines				
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay			
0.0	0.0	0.0	0.0	14.7	82.1	3.2				
<input type="checkbox"/>										
Colloids	LL	PL	D85	D60	D50	D30	D15	D10	Cc	Cu
<input type="checkbox"/>			0.4227	0.2874	0.2504	0.1847	0.1399	0.1246	0.95	2.31
<input type="checkbox"/>										
Material Description								USCS	AASHTO	
<input type="checkbox"/> Gray to Brown Fine to Medium Sand, trace silt, occasional organic stain.								SP		

Project No. 05100022106 Client: Project: U.S. Customs & Border Protection Facility <input type="checkbox"/> Depth: 10'-15' Sample Number: TB-2 Date: <input type="checkbox"/> 01-27-11 <p style="text-align: center;">Nodarse & Associates, Inc. West Palm Beach, FL</p>
--

Remarks: <input type="checkbox"/> Moisture Content 17% <p style="text-align: right;">Figure</p>

Tested By: CF **Checked By:** RN

Particle Size Distribution Report



These results are for the exclusive use of the client for whom they were obtained. They apply only to the samples tested and are not indicative of apparently identical samples.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	19.6	73.4	7.0	

Colloids	LL	PL	D ₈₅	D ₆₀	D ₅₀	D ₃₀	D ₁₅	D ₁₀	C _c	C _u
			0.4630	0.3192	0.2820	0.2159	0.1631	0.1346	1.08	2.37

Material Description	USCS	AASHTO
Gray to Brown Fine to Medium Sand, few silt, occasional organic stain.	SP-SM	

Project No. 05100022106 **Client:**
Project: U.S. Customs & Border Protection Facility
Depth: 8'-10' **Sample Number:** TB-3
Date: 01-27-11
Nodarse & Associates, Inc.
West Palm Beach, FL

Remarks:
 Moisture Content 17%

Figure

Tested By: CF **Checked By:** RN

ATTACHMENT A

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

-

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

Master Card

Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City: State: Zip:

Telephone No. FAX No. Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>					
<input type="text"/>		<input type="text"/>		<input type="text"/>	
<input type="text"/>					
<input type="text"/>		<input type="text"/>		<input type="text"/>	

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSUNC you must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date

LOCAL BUSINESS PRICE PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)
Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)
Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)
Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)
Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)
Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

2. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

3. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

4. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

5. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year:

Description:

Question and Answers for Bid #12157-195 - Executive Airport U.S. Customs & Border Protection Facility Canopy Installation

Overall Bid Questions

There are no questions associated with this bid.