

TASK ORDER No. 14

Dated this _____ day of _____, 2013

CITY PROJECT No. 11899

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

FORT LAUDERDALE EXECUTIVE AIRPORT – WILDLIFE HAZARD ASSESSMENT

PROFESSIONAL SERVICES

Describing a specific agreement between the City of Fort Lauderdale (CITY) and Miller, Legg & Associates, Inc. (CONSULTANT) in accordance with terms of the agreement for General Environmental Engineering Consultant Services dated August 23, 2011 between CITY and CONSULTANT ("MASTER AGREEMENT") and amended and extended to August 22, 2013 by City Commission approval at its meeting on May 15, 2012, and extended to August 22, 2014 by City Commission approval on February 19, 2013.

PROJECT BACKGROUND

Wildlife Hazards Assessments (WHA), assist airport operators in determining the relative abundance and use patterns of wildlife species and help focus hazardous wildlife management efforts on those species most likely to cause problems at an airport. A WHA meeting the requirements of CFR 139.337(c) "Duration of Wildlife Hazard Assessment and Basic Survey Techniques" described in Paragraph 6.2.c of the Wildlife Hazard Management Manual at Airports shall be conducted by CONSULTANT to assess the potential risk of wildlife-aircraft strike occurrences at Fort Lauderdale Executive Airport (FXE). CONSULTANT shall follow the Draft Advisory Circular No. 150/5200-XX – Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans.

FAR Part 139 requires that a WHA be conducted over a 1-year period to capture seasonal and daily patterns of wildlife when wildlife activity or attraction results in the likely potential for wildlife strikes to occur at a given airport.

CONSULTANT shall identify and locate features on and near FXE that attract wildlife; conduct observations and data collection for seasonal, local, and daily movement of wildlife on or near the airfield; describe existing wildlife hazards to operations; collect and analyze historical strike data; analyze a composite of the data, and provide recommendations for reducing wildlife hazards; attend project meetings, and prepare the final document for acceptance by the FAA.

SPECIFIC SCOPE OF SERVICES AND DELIVERABLES

The Scope of Services to be provided by CONSULTANT shall be as follows:

Task 1 Data Collection – CONSULTANT shall identify and locate features on and near FXE that attract wildlife; conduct observations/field surveys and data collection for seasonal, local, and daily movement of wildlife on or near FXE using standardized survey procedures to provide an objective assessment that can be repeated for comparative purposes as described in Advisory Circular No. 150/5200-XX. This data collection will include acquisition of previous Airport operations data and review of any available data on previous bird strikes, etc. It will include development of the data collection protocol, monitoring point establishment, day and night surveys for avian and mammal species over the 12 month period.

- Task 2 **Report Preparation** – CONSULTANT shall prepare the WHA with exhibits that provides an analysis of the circumstances that prompted the study; identification of the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences; identification and location of features on and near FXE that attract wildlife; descriptions of the wildlife hazards and recommended actions for reducing identified wildlife hazards at FXE.
- Task 3 **Meetings with Agencies** – CONSULTANT and Airport staff shall meet with Regulatory Agencies (Florida Fish & Wildlife Conservation Commission and fish and Wildlife Service) to discuss findings and proposed actions recommended in the WHA to reduce wildlife hazards and to solicit agency comments. The CONSULTANT shall provide follow up coordination with the Regulatory Agencies to finalize recommendations and provide meeting minutes and documentation.
- Task 4 **Meetings / Consultation** – CONSULTANT shall provide ongoing consultation to Airport staff relating to permit conditions for the above-referenced project. CONSULTANT will attend meetings and conduct interviews with airport operations personnel and airport users as part of assessment. CONSULTANT shall provide recommendations and suggestions as it relates to approach and develop or alter recommendations for the report.

Deliverables:

Deliverables for this project shall consist of the following:

- Wildlife Hazard Assessment Report (draft and final) – in PDF format.

PROJECT ASSUMPTIONS

Preparation of a Wildlife Hazard Management Plan is a separate effort that is outside of this scope and will be based on conclusions arrived through the WHA.

CITY'S RESPONSIBILITIES

Airport shall provide access to FXE site and surrounding Airport owned parcels.

ADDITIONAL SERVICES

If authorized in writing by the CITY as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain from others, Additional Services of the types listed in Article 8 of the Master Agreement. The CITY, as indicated in the Master Agreement, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1, 2, 3, and 4 within sixteen (16) months of written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the CITY's discretion and may be contingent upon the CITY receiving funding from the Airport's Capital Improvement Program, and work shall not begin until funding sources for this project are in place.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately, subject to an established Not-to-Exceed limit. The total hourly rates payable by the CITY for each of CONSULTANT's employee categories, reimbursable expenses and sub-consultant fees are shown on Exhibit "A" attached hereto and made a part hereof.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task	Task Title	Labor Fees	
		Consultant	Total
1	Data Collection	\$ 56,240.00	\$ 56,240.00
2	Report Preparation	\$ 12,200.00	\$ 12,200.00
3	Meetings with Agencies	\$ 4,720.00	\$ 4,720.00
4	Meetings / Consultation	\$ 8,920.00	\$ 8,920.00
TOTAL			\$ 82,080.00

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayable@FortLauderdale.gov. All other correspondence and submittals should be directed to the attention of Fernando Blanco, Airport Engineer, at the address shown below. **Please be sure that all correspondence refers to the City project number and title as stated above.**

City of Fort Lauderdale
City Hall, 4th Floor Engineering
100 North Andrews Avenue
Fort Lauderdale, FL 33301

CONSULTANT CONTACTS

Miller Legg & Associates, Inc.
5747 North Andrews Way
Fort Lauderdale, FL 33309
Dylan Larson, PWS, CEP
Email: dlarson@millerlegg.com
Phone: 954-436-7000
Fax: 954-436-8664

CLOSURE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a municipal corporation
of the State of Florida:

By _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to form:

CARRIE L. SARVER,
Assistant City Attorney

WITNESSESS:

Patricia A. Legue

PATRICIA A. LEGUE

Print Name

Marina Hannwacker

MARINA HANNWACKER

Print Name

MILLER, LEGG & ASSOCIATES, INC.,
A Florida Corporation

By: *Michael D. Kroll*

Name: MICHAEL D. KROLL

Title: VICE PRESIDENT/SECRETARY

(CORPORATE SEAL)

ATTEST:

By: *Dylan Larson*

Name: Dylan Larson

Title: Principal

STATE OF FLORIDA:
COUNTY OF BROWARD:

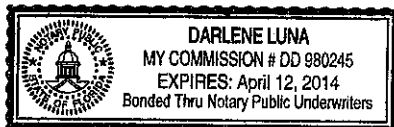
The foregoing instrument was acknowledged before me this 2nd day of July, 2013
by Michael D. Kroll and Dylan Larson as Vice President/Secretary and Principal
respectively, of Miller, Legg & Associates, Inc, on behalf of the corporation.
They are personally known to me and did not take an oath.

(SEAL)

Darlene Luna

Notary Public, State of Florida

(Signature of Notary taking Acknowledgement)



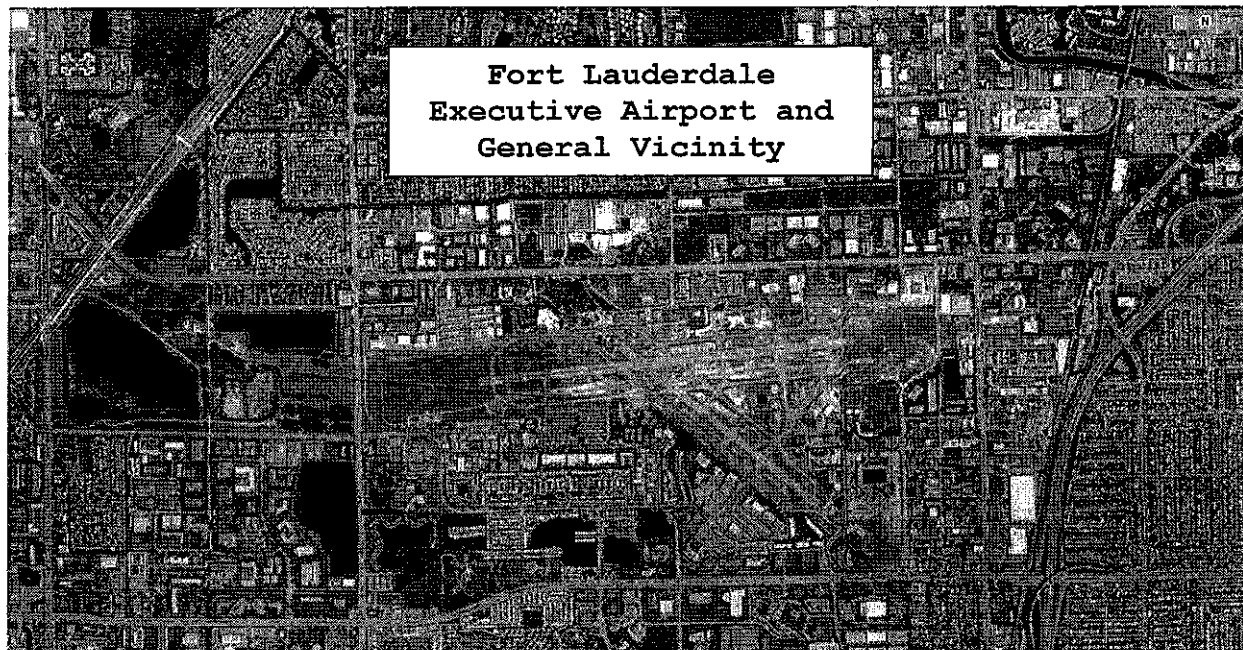
Darlene Luna

Name of Notary Typed, Printed or Stamped

My Commission Expires

Commission No.

EXHIBIT 1



A. Fee Schedule

CONSULTANT

Fee Schedule								Total Hours	Labor Cost (\$)
Labor Category		Principal		Proj Bio		Admin			
Percent Utilization		17%		80%		4%			
Labor Rate		\$180.00 /hr		\$115.00 /hr		\$55.00 /hr			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
1	Data Collection	24	\$ 4,320.00	440	\$ 50,600.00	24	\$ 1,320.00	488	\$ 56,240.00
2	Report Preparation	12	\$ 2,160.00	72	\$ 8,280.00	32	\$ 1,760.00	116	\$ 12,200.00
3	Meetings with Agencies	16	\$ 2,880.00	16	\$ 1,840.00		\$ -	32	\$ 4,720.00
4	Meetings / Consultation	24	\$ 4,320.00	40	\$ 4,600.00		\$ -	64	\$ 8,920.00
Totals		76	\$ 13,680.00	568	\$ 65,320.00	56	\$ 3,080.00	700	\$ 82,080.00