

TASK ORDER No. 2

Dated this _____ day of _____, 2024

FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY 9-27 PAVEMENT REHABILITATION LIMITED CONSTRUCTION PHASE SERVICES

PROFESSIONAL SERVICES

This Task Order between the City of Fort Lauderdale, a Florida municipal corporation ("CITY"), and Kimley-Horn and Associates, Inc., a North Carolina corporation authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Consultant Services for Fort Lauderdale Executive Airport Taxiway Foxtrot Relocation Project Agreement dated November 27, 2023 ("MASTER AGREEMENT").

PROJECT BACKGROUND

Runway 9-27 is the primary runway at Fort Lauderdale Executive Airport. Its pavement, which is comprised of bituminous asphalt, was last rehabilitated in 2004. Due to climatic impacts and use the Pavement Condition Index of the asphalt has been reduced to a level which requires rehabilitation. Under Task Order No. 1 the CONSULTANT was engaged to prepare Contract Documents to procure bids for the runway's rehabilitation. The services under this Task Order have been completed. The CITY has now engaged the CONSULTANT to assist in providing limited construction phase services in support of the following: 1) The rehabilitation of Runway 9- 27's bituminous asphalt pavement via mill and overlay and 2) Adjusting the geometry of taxiways to meet current FAA Advisory Circulars. The general project limits are depicted in Exhibit B.

GENERAL REQUIREMENTS

Design Standards

The standard of care applicable to CONSULTANT's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT. The City shall only accept submittals for review and action from the CONSULTANT.

Project Schedule

This project is for Construction Phase Services and as such the CONSULTANT'S schedule will be concurrent with the Contractor's Schedule. The anticipated Construction Schedule has been appended to this Task Order under Exhibit C. The CONSULTANT is not responsible for the Contractor's schedule.

SPECIFIC SCOPE OF SERVICES

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

Task 1 - Limited Construction Phase Services

The CONSULTANT will provide Limited Construction Phase Services during the Construction Phase for up to 211 calendar days. This time is intended to be allocated as follows: 1) 120 calendar days of Mobilization and 2) 91 calendar days of Construction. These services will start after receipt of the CONSULTANT's Notice to Proceed (NTP). The duration starts concurrent with the Contractor's NTP and will conclude with the completion of the Contractor's Closeout Period, or a total of 211 calendar days, whichever time is shorter.

Following the CITY's award of the construction contract, and a written NTP to the successful Contractor, the CONSULTANT will provide the following services:

1. **General Contract Administration.** Consult with the CITY and act as their representative as provided in the Contract Documents for the duration of the Work.
2. **Independent Testing Laboratory.** The CONSULTANT will provide an independent material testing laboratory to perform quality assurance testing. All testing and analytical procedures shall conform to documented Federal Aviation Administration (FAA) requirements and criteria. FAA and local standards shall be used as applicable and in the respective order of priority, unless otherwise stated in the Contract Documents. (See Task 3 for more detail)
3. **Pre-Construction Conference.** The CONSULTANT will conduct one Pre-Construction Meeting with the CITY's staff and the Contractor prior to the commencement of work at the site. The meeting's agendas and minutes will be prepared by the CONSULTANT and distributed to attendees and stakeholders. The Pre-Construction Meeting will serve to review with the Contractor, and in consultation with the CITY's staff, the general requirements for the scope of construction work.
4. **Construction Progress Meetings.** The CONSULTANT will conduct up to 27 construction progress meetings. Meeting agendas and minutes will be prepared by the CONSULTANT and distributed to attendees and participants. During the Construction Period, which starts with the Commencement of Construction and runs for 211 calendar days, all meetings will be in person (unless directed otherwise by the CITY). Upon the issuance of Substantial Completion and the Commencement of the Closeout Phase, the last 8 weeks of the Contract, all meetings will be held virtually. The in-person meetings will be held at the FXE Administration Building. The specific time and day of the meetings will be decided during the Pre-construction Meeting; however, in general, they will be approximately 1 to 2 hours in length and take place up to one day per week during standard business hours Monday - Friday 8 AM to 5 PM. (All time for this task for has been accounted for under Task 2).
5. **Visits to Site and Observation of Construction.** The CONSULTANT will perform weekly site visits during construction to visually observe the progress of the project and general compliance with the Contract Documents and participate in weekly construction coordination meetings with the Contractor and CITY. Site visits will be performed in conjunction with construction meetings. The CONSULTANT will have no responsibility for any Contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, The CONSULTANT'S visits will be for providing the CITY a greater degree of confidence that the completed work of its contractor will generally conform to the project's Contract Documents. The CONSULTANT neither guarantees the performance of the contractor(s), nor assumes responsibility for any contractor's failure to

- perform its work in accordance with the Contract Documents.
6. **Requests for Information (RFI).** The CONSULTANT will review and respond to the Contractor's requests for information (RFI). Fees have been based on reviewing and responding to up to 10 RFIs.
 7. **Change Orders and Field Orders.** The CONSULTANT will review and respond to the Contractor's request for change orders, The CITY will approve change orders and field orders authorizing changes to the Contract Documents. The CONSULTANT will prepare change orders and field orders in compliance with FAA and Florida Department of Transportation (FDOT) procedures for the project. The CONSULTANT shall provide revised drawings (if necessary) to accompany any change orders or field orders. Fees have been based on reviewing and responding to up to 3 Change Orders and Field Orders.
 8. **Shop Drawings and Samples.** The CONSULTANT will review and take appropriate action in respect to shop drawings, submittals and samples and other data which the Contractor is required to submit. The CONSULTANT'S review of these documents is limited to general conformance with the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole. Such reviews will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
 9. **Application for Payment.** The CONSULTANT will review monthly pay requests and recommend payment as appropriate, as well as review P-401 asphalt paving test results to evaluate the percent within limits (PWL) to determine pay factors for asphalt. The CONSULTANT will review and take appropriate action in respect to the Contractor's monthly updates to his construction schedule and report to CITY any substantial deviations from the initial approved schedule that will affect the completion of the project.
 10. **Substantial Completion.** After notice from Contractor that the entire Work is considered ready for its intended use, in company with CITY and the Contractor, the CONSULTANT will conduct a punch list walkthrough to determine if the Work is Substantially Complete. CONSULTANT will communicate any FAA and FDOT comments so that they may be addressed by the Contractor. The Work will be considered Substantially Complete following satisfactory completion of all items identified on the punch list. If after considering any objections of the CITY, the CONSULTANT considers the Work substantially complete, the CONSULTANT will provide written notification to the CITY and the Contractor.
 11. **Final Notice of Acceptability of the Work.** The CONSULTANT will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents so that the CONSULTANT may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the CONSULTANT will also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the CONSULTANT'S knowledge, information, and belief and based on the extent of the services provided by the CONSULTANT under this Task Order.
 12. **Close-out Documents.** The CONSULTANT will assist the CITY in preparing close-out documentation for the FAA. Documents will consist of the following: the final adjusting change order, shop drawings, quantity logs, testing logs and summary of resolution of non-compliant tests, and review of the contractor's final request for payment.

Deliverables:

The CONSULTANT shall provide the following for CITY review and written approval:

- Meeting agendas and minutes.
- Test report logs (prepared by subconsultant).
- Recommendations on RFIs and RFI logs (up to 10).
- Recommendations on change/field orders and change/field order logs (up to 3).
- Conformed construction plans (CAD and pdf files).
- Recommendations on contractor's application of payment.
- Shop drawing review.
- Substantial completion inspection form.
- Close-out documentation

Task 2 - Limited Resident Project Representative Services

The CONSULTANT and its subconsultant(s) will provide part-time, limited RPR services to provide construction observation of Contractor's work. The RPR will perform the following services:

1. **Construction Progress Meetings.** Attend up to 27 construction meetings, Meeting agendas, meeting minutes, and RFI logs shall be prepared by the RPR and distributed to attendees.
2. **Construction Observation:** The RPR will perform onsite part-time limited observation of the Contractor's Work for general conformance with the Contract Documents. The RPR will report to the Client whenever RPR believes in its professional opinion that any part of the Work appears not to be in compliance with the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents. RPR's recommendations will not be a representation that RPR's observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections. **This Scope and Fee assumes Kimley-Horn will provide an RPR during the Construction Phase for up to 1415 hours. Observations beyond these stipulated times will be performed as an Additional Service at our then current hourly rates.**
3. **Review Material Tests:** Review acceptance tests at the frequency stated in the Contract Documents. Inform the Contractor of deficiencies so that corrections can be made and retests performed.
4. **Field Reports.** The RPR will prepare daily construction field reports, consisting of activities observed, weather conditions and temperature, the time and location of any notable construction activities. Field Reports will include a brief photo log of notable construction activities. These reports will be submitted to the CITY on a weekly basis.
5. **Recommendations with Respect to Defective Work.** The CONSULTANT will recommend to the CITY that the Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations and/or testing results, the CONSULTANT believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. **Records:** The RPR will maintain record copies of substantial contract correspondence. The CITY agrees to direct all parties to copy the RPR on all such correspondence. RPR

will also keep records of all material acceptance testing and EOR approved Submittal Documents on site.

7. **Substantial Completion.** Arrange and participate in substantial completion and final inspection of the completed work. The RPR shall confirm that the pre-requisites for substantial completion are met. The RPR shall coordinate the final production of as-built record documents by the Contractor. RPR shall develop a punchlist during the inspections and confirm that the Contractor has addressed its items.

Deliverables:

The CONSULTANT shall provide the following for CITY review and written approval:

- Daily inspection reports by the RPR.
- Agenda and meeting minutes for all construction meetings.
- Measurement of quantities.
- Project photographs.

Task 3 - Subconsultant Services

Task 3.1 - Quality Assurance (QA) Material Testing Services. CONSULTANT will perform Quality Assurance material testing through its subconsultant, Tierra South Florida (TSF), Inc. The following scope of services will be required at this project:

1. Soil Density Testing (using nuclear density methods) QA:
 - Embankment, backfill: Includes representative Proctor tests, gradation and organic content tests
 - Stabilized subgrade material: Includes representative CBR tests and gradation tests
 - Base material: Includes representative CBR tests, gradation, Proctor tests
 - Soils tests:
 - Moisture-Density (Modified Proctor Test), up to 4 tests
 - CBR Tests-subbase and base materials, up to 4 tests
 - Sieve Analysis, up to 4 tests
 - Carbonate Content, up to 2 tests
 - Organic Content Tests, up to 4 tests
2. Hot Mixed Asphalt QA:
 - Provide senior engineering technician to assist with plant testing during initial test section
 - Provide senior engineering technician to assist with asphalt plant inspections and testing during production
 - Witness asphalt core drilling and delivery to asphalt plant
3. Portland Cement Concrete QA:
 - Prepare and perform compressive strength tests on concrete cylinders in accordance with Technical Specification P-610, ASTM, and ACI at 7, 14, and 28 days. Up to 4 cylinders will be taken per trip. This Scope anticipates 5 mobilizations to collect cylinders.
4. Issue daily reports in FAA format to Civil Designer

Deliverables:

Subconsultant shall provide the following for CITY review and written approval:

- Testing logs
- Soils testing reports
- Concrete testing reports
- Signed and sealed asphalt testing reports
- Report of suitability of Contractor's Lab
- Signed and sealed asphalt summary report

Task 3.2 - Survey Construction Phase Services. CONSULTANT, through its subconsultant, Brown and Phillips, Inc., will perform a desk top review of, and provide feedback on, the Contractor's existing conditions survey for general conformance with the Contract Documents. The intent of this review is to confirm, that the Contractor's survey is in relatively close conformance with the Contract Documents. No topographic or field survey services will be provided under this task. Should topographic or field survey be required it will be performed as an Additional Service in accordance with our agreement.

Task 3.3 - DBE Monitoring Services. The CONSULTANT will, through its subconsultant, Dickey Consulting Services, Inc., provide the services of a DBE Liaison Officer (DBELO) for the construction portion of the project. Duties of the DBELO will consist of the following:

1. Provide DBE compliance monitoring and reporting services during the project
2. Attend meetings as required
3. Review third party contracts and purchase requisitions for compliance with the program
4. Gather and report statistical data and other information as required
5. Perform interviews as required to monitor DBE compliance
6. Advise the City on DBE matters and achievement
7. Develop DBE forms for monitoring and compliance reporting to DOT or FAA
8. Review documents to monitor DBE compliance
9. Prepare and submit necessary compliance reports to the City for forwarding to DOT or FAA

Deliverables:

Subconsultant shall provide the following for CITY review and written approval:

- Prepare and submit necessary compliance reports to CITY for forwarding to FAA

Task 3.4 - Electrical Construction Phase Services. The CONSULTANT shall provide electrical construction phase services through its subconsultant, Quantum Electrical Engineering, Inc. Services will consist of the following:

1. Attend pre-construction meeting
2. Includes creation of Conformed Documents
3. Includes attending (53) weekly construction progress meetings with FXE, FAA, FBOs, Contractor and CONSULTANT Team.
4. Includes on-site observation visits (4 hours each for 53 weeks)
5. Includes electrical submittal(s) reviews and approvals

6. Includes RFI reviews and responses
7. Includes Change Order reviews and responses
8. Includes review of the electrical portion of the Contractor's monthly partial pay request
9. Includes (1) substantial completion visit and creation of electrical punch list
10. Includes (1) final acceptance visit and review of completed final punch list items
11. Includes review of Contractor provided as-built "red-lines"
12. Includes creation of electrical record drawings based on Contractor as-builts "red-lines"
13. **Does not include any type of fulltime daily verifications, measuring of quantities & their documentation, approving of not physically visible installed electrical equipment /systems not observed during installations by Quantum**

Deliverables:

Subconsultant shall provide copies of the following for CITY review and written approval:

- Shop drawing reviews
- RFI responses
- Change Order Responses
- Record drawings
- Punchlist inspection form
- Close-out documentation

PROJECT ASSUMPTIONS

1. Environmental services are excluded from this Agreement. Should protected species be found within the limits of work and/or if construction encroaches into required burrow setbacks, CITY shall engage the services of an independent environmental firm to prepare permits to relocate species.
2. CITY will not provide an inspector during this Project and the RPR will represent CITY for coordination with Contractor.
3. Airport GIS (aGIS) Survey services are excluded from this Agreement. Should these services be required they will be performed as an Additional Service per the terms of our agreement.
4. The Contractor will be responsible for performing Quality Control material testing in accordance with the Contract Documents. These tests will be submitted on a weekly basis for review by the Consultant.
5. Means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor are expressly excluded from CONSULTANT'S services.
6. The CONSULTANT will not provide direction and/or supervision of the Contractor.
7. The CONSULTANT is not responsible for the Construction safety, safety precautions and programs incident to Contractor's work. The CONSULTANT shall not be responsible for any failure of Contractor to comply with applicable laws and regulations.
8. The CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
9. The CONSULTANT is not responsible for the Contractor's schedule.

ADDITIONAL SERVICES

If authorized in writing by the CITY, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in 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 through 3 concurrent with the construction schedule for the Runway 9 Run-up Area Relocation and South End Taxiway Intersection Improvements. Fees have been based on a 480 calendar days construction contract.

PROJECT FUNDING

Performance of this project is at the CITY's discretion and may be contingent upon the CITY receiving funding and work shall not begin until the CITY provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the CITY for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit "A"** attached hereto and made a part hereof. Pay application requests shall be prepared on the CITY's approved pay application request form. The CONSULTANT shall submit the pay application request to the CITY's Project Manager for review and approval. Once the CITY's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the CITY's accounts payable department via email (AcctsPayable@fortlauderdale.gov) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the CITY with an affidavit signed by an officer or a representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Foreign Countries Of Concern

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the CITY with an affidavit signed by an officer or representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

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TERMS OF COMPENSATION

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

Task No.	Task Title	KHA Labor	Subconsultant Labor	Total
1	Limited Construction Phase Services	\$169,211.00		\$ 169,211.00
2	Limited RPR Services	\$448,912.00		\$ 448,912.00
3	Subconsultant Services			
	3.1 - QA Material Testing Services: Tierra South Florida, Inc.		\$ 58,474.00	\$ 58,474.00
	3.2 - Survey Construction Phase Services: Brown and Philips, Inc.		\$ 5,000.00	\$ 5,000.00
	3.3 - DBE Monitoring Services: Dickey Consultant		\$ 34,500.00	\$ 34,500.00
	3.4 - Electrical Construction Phase Services: Quantum Electrical Engineering		\$ 75,260.00	\$ 75,260.00
	Sub-Total	\$ 618,123.00	\$ 173,234.00	\$ 791,357.00
	Reimbursable Expenses	\$ 200.00	\$ -	\$ 200.00
	Total	\$ 618,323.00	\$ 173,234.00	\$ 791,557.00

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CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayable@FortLauderdale.gov after getting approval from the CITY's Project Manager. All other correspondence and submittals should be directed to the attention of Khant Myat, P.E., Airport Engineer, at the address shown below. **Please be sure that all correspondence refers to the CITY project number and title as stated above,**

Khant Myat, P.E.
Airport Engineer
FXE Airport
City of Fort Lauderdale
6000 NW 21st Avenue
Fort Lauderdale, FL 33309
(954) 828-5061
kmyat@fortlauderdale.gov

Carlton Harrison
Assistant Director
FXE Airport
City of Fort Lauderdale
6000 NW 21st Avenue
Fort Lauderdale, FL 33309
(954) 828-4976
charrison@fortlauderdale.gov

CONSULTANT CONTACTS

Consultant POC - Tom O'Donnell, PE
Kimley-Horn and Associates, Inc.
8201 Peters Rd, Suite 2200
Plantation, FL 33324
Email: Tom.ODonnell@kimley-horn.com
Phone: 561-840-0825

ARTICLE 13 FAA REQUIRED CONTRACT PROVISIONS

- 13.1** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- 13.2** This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.
- 13.3 Civil Rights – General.** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 13.4 Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.**
During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:
- 1. Compliance with Regulations:** Contractor (hereinafter includes consultants and subcontractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - 2. Non-discrimination:** Contractor, with regard to the work performed by it during the Term of the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and Contracts of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or Contracts of equipment, each potential subcontractor or supplier will be notified by Contractor of contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 - 4. Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - 5. Sanctions for Noncompliance:** In the event of Contractor’s noncompliance with the non-discrimination provisions of this Contract, the City will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a) Withholding payments to Contractor under the Contract until Contractor complies; and/or
 - b) Cancelling, terminating or suspending the Contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and Contracts of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, airline may request the City to enter into any litigation to protect the interests of the City. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **Civil Rights – Title VI Clauses for Use/Access to Real Property.** Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Contract Premises or the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts And Authorities in Paragraph C below.

In the event of breach of any of the above nondiscrimination covenants, the City will have the right to terminate the Contract and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Contract had never been made or issued.

13.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. **49 CFR part 21** (Non-discrimination in Federally-assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964);
3. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. **The Age Discrimination Act of 1975**, as amended (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. **Airport and Airway Improvement Act of 1982** (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. **The Civil Rights Restoration Act of 1987** (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. **Titles II and III of the Americans with Disabilities Act of 1990**, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. **The Federal Aviation Administration’s Nondiscrimination statute** (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations**, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 11. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency**, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 12. **Title IX of the Education Amendments of 1972**, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- 13.6 Access to Records and Reports:** The Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide City, the Florida Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
- 13.7 Breach of Contract:** Any violation or breach of terms of this contract on the part of the Consultant or its sub-consultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The City will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. The City reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the City elects to terminate the contract. The City's notice will identify a specific date by which the Consultant must correct the breach. The Consultant may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the City's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- 13.8 Termination for Convenience:** The City may, by written notice to the Consultant, terminate this contract for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the City, the Consultant must immediately discontinue all services affected. Upon termination of the contract, the Consultant must deliver to the City all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this contract, whether complete or partially complete. City agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. City further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

13.9 Termination for Default: Either party may terminate this contract for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the contract. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the contract. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this contract.

- a) Termination by City: The City may terminate this contract in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the City:
1. Defaults in its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, City agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If City and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the City's breach of the contract.

In the event of termination due to City breach, the Consultant is entitled to invoice City and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. City agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

13.10 Veteran's Preference: In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war

veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

- 13.11 Disadvantaged Business Enterprises:** The requirements of 49 CFR Part 26 apply to this contract. It is the policy of the City of Fort Lauderdale to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The City encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
- 13.12 Contract Assurance:** The Consultant or sub-consultant shall not discriminate on the basis of race, color, national origin, gender identity, gender, gender expression, marital status, sexual orientation, religion, age, disability, sex, or any other protected classification as defined by applicable law in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 13.13 Prompt Payment:** The Consultant agrees to pay each sub-consultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from the City. The Consultant agrees further to return retainage payments, if any, to each sub-consultant within 30 days after the sub-consultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE sub-consultants.
- 13.14 Occupational Safety and Health Act of 1970:** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.
- 13.15 Federal Fair Labor Standards Act:** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FSLA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, record keeping, and child labor standards for full and part time workers.
The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division.
- 13.16 Certification Regarding Lobbying:** The Consultant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 13.17 Debarment and Suspension:** By submitting a bid/proposal under this solicitation, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

- 13.18 Trade Restriction Certification:** By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subconsultants provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R. unless the Offeror has knowledge that the certification is erroneous.

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

- 13.19 Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment.** Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

CITY

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

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

GLENN MARCOS
Chief Procurement Officer

Date

*Pursuant to Section 2-178(b) and Section 2-179 of the Code of Ordinances of the City of Fort Lauderdale, Florida

CONSULTANT

WITNESSES:

KIMLEY-HORN AND ASSOCIATES, INC.,
authorized to transact business in Florida.

Signature

JILL CAPELLI, P.E., SR VICE-PRESIDENT

Witness print/type name

Signature

Witness print/type name

[CORPORATE SEAL]

ATTEST:

Print Name: _____

Title: _____

STATE OF: _____:

COUNTY OF: _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by JILL CAPELLI as SR. VICE PRESIDENT for KIMLEY-HORN AND ASSOCIATES, INC., a Florida corporation.

(SEAL)

(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

EXHIBIT "A"
MAN-HOUR ESTIMATE FOR
Fort Lauderdale Executive Airport
Runway 9-27 Pavement Rehabilitation Project
Limited Construction Phone Services
City Project No. 12764 - Task Order 2
 REVISED 7/16/2024

EXHIBIT NO. A TO FORM OF CONTRACT	Principal	SR Project Manager	SR Prof.	Senior Engineer	Project Engineer	Engineer	Intern	Senior Designer	SR RPR	RPR	Project Specialist	Total Hours	Labor Cost
Kimley-Horn and Associates, Inc.													
	\$280.00	\$260.00	\$250.00	\$225.00	\$180.00	\$170.00	\$95.00	\$170.00	\$190.00	\$147.00	\$160.00		
TASK DESCRIPTION - BASIC ENGINEERING													
Task 1.0 Construction Phase Services													
1 General Contract Administration		80		32	80	60	8		30	36	46	372	\$ 71,712.00
2 Independent Testing Laboratory Coordination		5		5	31	8					14	63	\$ 11,605.00
3 Pre-Construction Conference		4		2	6							12	\$ 2,570.00
4 Site Visits and Observation of Construction		21			21							42	\$ 9,240.00
5 Review and Respond to Requests for Information		12		10	40	2			10	12		86	\$ 16,574.00
6 Review and Respond to Change Orders and Field Orders		12		10	40	2			10	12		86	\$ 16,574.00
7 Shop Drawing Review		11			39	66						116	\$ 21,100.00
8 Review and Respond to Pay Applications		6			12	12				6		36	\$ 6,642.00
9 Final Notice of Acceptance of the Work		8			8	20		2		2		40	\$ 7,564.00
10 Close-out Documents		8			16	4						28	\$ 5,640.00
Subtotal	0.0	167.0	0.0	59.0	293.0	174.0	8.0	2.0	50.0	68.0	60.0	881	\$ 169,211.00
Task 2.0 Resident Project Representative													
1 Progress Meetings		115				144						259	\$ 54,380.00
2 Construction Observation	110	110	110	55	270	260			125	375		1415	\$ 270,950.00
3 Review Material Testing				10	10	20						40	\$ 7,450.00
4 Field Reports				10	50	94			47	141		342	\$ 56,887.00
5 Recommendations with Respect to Defective Work		10		5	5	10						30	\$ 6,325.00
6 Maintain Records and Material Quantities		8		16	48	180					20	272	\$ 48,120.00
7 Substantial Completion		8				16						24	\$ 4,800.00
Subtotal	110	251	110	96	383	724	0	0	172	516	20	2382	\$ 448,912.00
Raw Labor Subtotal	110	418.0	110	155	676	898	8	2	222	584	80	3,263	\$ 618,123.00
	2.1	7.9	2.1	2.9	12.8	16.9	0.2	0.0	4.2	11.0	1.5		
	\$30,800.00	\$108,680.00	\$27,500.00	\$34,875.00	\$121,680.00	\$152,660.00	\$760.00	\$340.00	\$42,180.00	\$85,848.00	\$12,800.00		\$618,123.00
DIRECT EXPENSES													
A Postage, Express, Courier													\$100
B. Plots													\$100
C. Prints-Plan Sheets													\$0
D. Printing-Reports and Specifications													\$0
TOTAL DIRECT EXPENSES													\$200.00
SUBCONSULTANT EXPENSES													
A. Specialty Subconsultants-Design													
3.1 - Quality Assurance Material Testing: Tierra South Florida, Inc.													\$58,474.00
3.2 - Survey Construction Phase Services: Brown and Philips, Inc.													\$5,000.00
3.3 - DBE Monitoring Services: Dickey Consultants Services Inc.													\$34,500.00
3.4 - Electrical Construction Phase Services: Quantum Electrical Engineering, Inc.													\$75,260.00
TOTAL SUBCONSULTANT EXPENSES													\$173,234.00
TOTAL EXPENSES													\$173,434.00
TOTAL PROJECT FEE													\$791,557.00

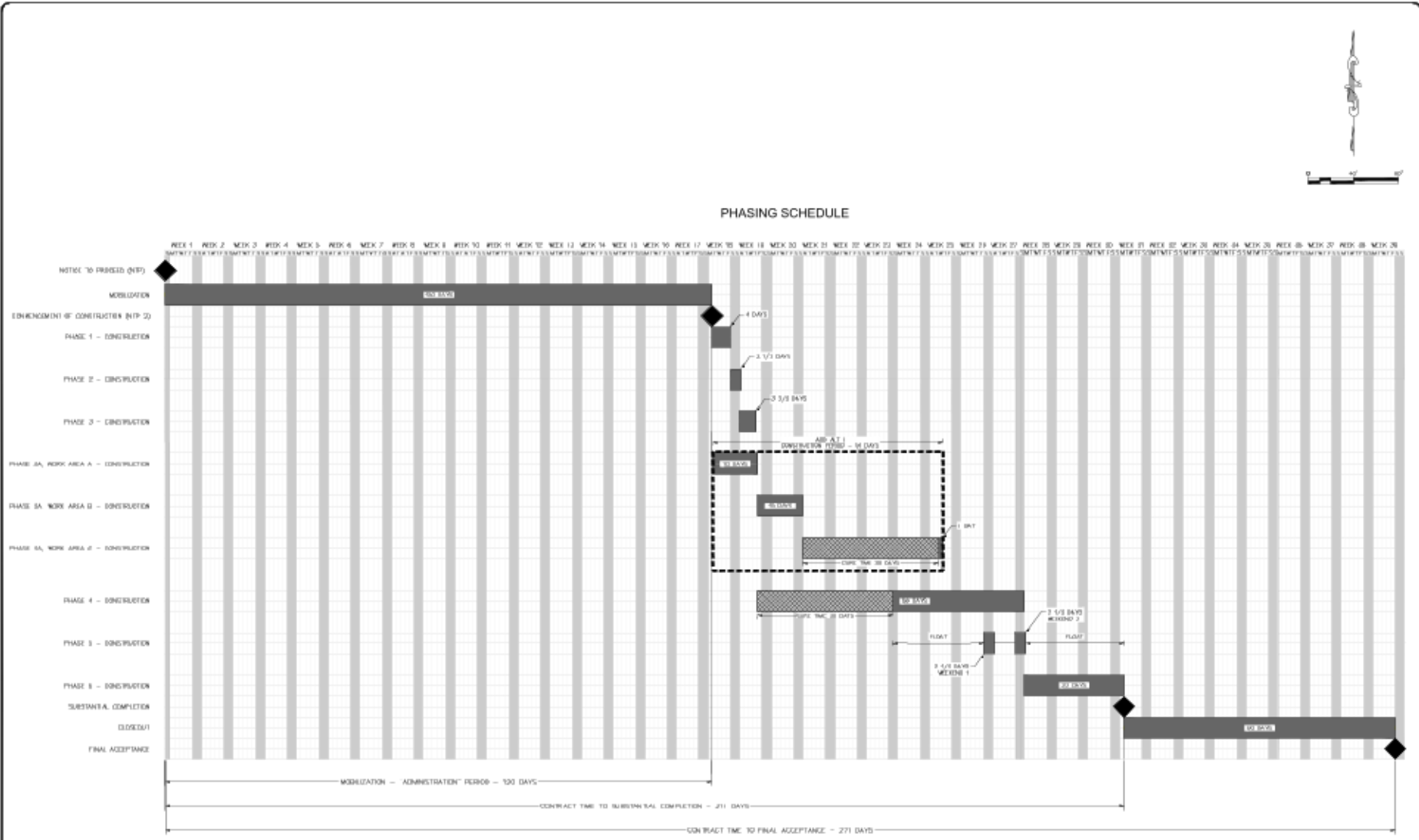
Exhibit B – Location Map



SOURCES: City of Fort Lauderdale, 2019 DRAFT FXE Joint Automated Capital Improvement Program, 2018; HDR, Inc., Engineer's Opinion of Probable Construction Cost, June 2018; Ricondo & Associates, Inc., July 2018.

Exhibit C – Project Tentative Schedule

PHASING SCHEDULE



TOTAL CONTRACT TIME
194 (WORK DAYS)
TOTAL CONTRACT TIME
271 (CALENDAR DAYS)

CALL 48 HOURS BEFORE YOU DIG
811
IT'S THE LAW DIAL 811
Know what's below. Call before you dig.
CALL 48 HOURS BEFORE DIGGING
PAA FACILITIES 994-395-7212

Kimley-Horn **QUANTUM**

DATE	BY	REVISION
10/15/2024	ALB	ISSUE FOR BIDDING
10/15/2024	ALB	ISSUE FOR BIDDING
10/15/2024	ALB	ISSUE FOR BIDDING
10/15/2024	ALB	ISSUE FOR BIDDING
10/15/2024	ALB	ISSUE FOR BIDDING

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

NO.	DATE	BY	REVISION

PROJECT # 12764
RUNWAY 9-27
PAVEMENT REHABILITATION
PHASING SCHEDULE

BID SET
TOTAL: 110
C107
NO. FILE SHEETS: 110

K:\NTL\AWARD\14488031 - FILE BW 1-27 (REV)CAD\DWG\PLANS\EXHIBIT\12764-C107-PHASING