

TASK ORDER No. 2

Dated this 7th day of January, 2020

CITY PROJECT No. 12243

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

**FORT LAUDERDALE EXECUTIVE AIRPORT
CONSTRUCTION PHASE SERVICES FOR RELOCATION OF TAXIWAY FOXTROT**

PROFESSIONAL SERVICES

This Task Order between the City of Fort Lauderdale, a Florida municipal corporation (“CITY”) and Kimley-Horn and Associates, Inc. (CONSULTANT), a North Carolina corporation authorized to transact business in the State of Florida is pursuant to the Agreement for Consultant Services for Fort Lauderdale Executive Airport Taxiway Foxtrot Relocation Project (Contract #276-11830), dated August 22, 2017 (“MASTER AGREEMENT”).

PROJECT BACKGROUND

Taxiway Foxtrot is located along the northern end of Fort Lauderdale Executive Airport (FXE) and serves as a parallel taxiway to Runway 9-27. The eastern half of Taxiway Foxtrot, between Taxiways Sierra and Golf, is located 305 feet north of Runway 9-27. In its existing condition this portion of the taxiway is not compliant with the Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5300-13A Change 1, as Runway 9-27 serves Category D, Group III aircraft, which requires parallel taxiways to have a 400 foot runway separation distance.

This project consists of the relocation of the eastern portion of Taxiway Foxtrot, from its current 305 foot runway separation, north to a 400 foot runway separation. The design included the demolition of the existing taxiway east of Taxiway Golf, demolition of the Runway 27 Run-up apron, construction of new taxiway, reconstruction of the taxiway intersections, construction of new run-up apron, drainage improvements, replacement of airfield guidance signs and taxiway edge lights, sodding, and airfield pavement marking.

Under Task Order No. 1 CONSULTANT prepared Contract and Bid Documents for the relocation of Taxiway Foxtrot and its connecting taxiways within the limits shown in Exhibit B. These services were completed in June, 2019. CITY will be selecting a contractor to perform construction. Accordingly, CITY desires CONSULTANT to provide professional services to provide construction phase and Resident Project Representative (RPR) services for the project.

SPECIFIC SCOPE OF SERVICES

Task 1.0 – Construction Phase Services

Following CITY’s award of the construction contract, and a written Notice to Proceed to the successful Contractor, CONSULTANT will administer the construction contract providing the following services:

1. **General Contract Administration.** Consult with CITY and act as their representative as provided in the Contract Documents for the duration of the Work.
2. **Independent Testing Laboratory.** 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.** CONSULTANT will conduct a pre-construction conference prior to commencement of work at the site.
4. **Visits to Site and Observation of Construction.** 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. CONSULTANT will have no responsibility for any Contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices. CONSULTANT's visits will be for providing CITY a greater degree of confidence that the completed work of its contractor will generally conform to the project's Contract Documents. 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.
5. **Requests for Information (RFI).** 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.
6. **Change Orders and Field Orders.** CONSULTANT will review and respond to the Contractor's request for change orders. CITY will approve change orders and field orders authorizing changes to the Contract Documents. CONSULTANT will prepare change orders and field orders in compliance with FAA and FDOT procedures for the project. 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.
7. **Shop Drawings and Samples.** 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. 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.
8. **Application for Payment.** 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. 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.
9. **Substantial Completion.** After notice from Contractor that the entire Work is considered ready for its intended use, in company with CITY and the Contractor, 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 CITY, CONSULTANT considers the Work substantially complete, CONSULTANT will provide written notification to CITY and the Contractor.

10. **Final Notice of Acceptability of the Work.** 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 CONSULTANT may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, CONSULTANT will also provide a notice that the Work is generally in accordance with the Contract Documents to the best of CONSULTANT's knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Task Order.
11. **Close-out Documents.** CONSULTANT will assist 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:

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).
- CAD and pdf files.
- Recommendations on contractor's application of payment.
- Shop drawing review.
- Substantial completion inspection form.
- Close-out documentation.

Task 2 – Resident Project Representative

CONSULTANT and its subconsultant(s) will provide full-time Resident Project Representative (RPR) services to provide construction observation of Contractor's work. The RPR will perform the following services: establish and maintain correspondence and project files, document Contractor's conformance to the Contract Documents, review quantities and monthly payment request, attend weekly progress meetings and prepare meeting minutes, provide field support to CONSULTANT, assist with negotiations, review Contractor's quality control plan for conformance with the Contract Documents, review Contractor's on-going quality control material testing program, provide daily construction reports to CITY on a weekly basis, and submit any observed noncompliance or deficiency reports.

More specifically the duties of the RPR include the following:

1. Attend pre-construction conference with CITY, CONSULTANT, Contractor, FAA, and FDOT staff.
2. Attend weekly construction meetings. Meeting agendas, meeting minutes, and RFI logs shall be prepared by the RPR and distributed to attendees.
3. Provide full-time observation on the site to review the progress and quality of the Project and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. Provide daily field measurements of work, and provide records of quantities on the project to reflect the as-built condition.

4. Prepare daily construction reports, review material test reports, and coordinate efforts with the Contractor. The RPR shall maintain a project diary or log book describing the work accomplished each day. The reports must be reasonably complete, accurate and legible, and shall be submitted to CITY on weekly basis. Maintain record copies of substantial contract correspondence.
5. Review the Contractor's proposed monthly construction schedule in accordance with the Contract Documents to determine if the schedule accurately reflects the current status and progress of the Project.
6. 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.
7. 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:

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 Material Testing. 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. Review of Contractor's asphalt plant supplier prior to the commencement of construction.
2. Density tests (using nuclear density methods) on backfill along with representative Proctor tests, Gradation, Atterberg limits and Organic Content tests.
3. Density tests (using nuclear density methods) on stabilized subgrade material, along with representative CBR tests, gradation and Atterberg limits tests.
4. Sand cone density tests on base materials, along with CBR tests, Gradation, Proctor tests, Atterberg Limits, Carbonate Content.
5. 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.
6. Provide senior engineering technician to assist with asphalt plant inspections and testing during initial test section.
7. Provide senior engineering technician to assist with asphalt plant and field inspections and during production.
8. Observe asphalt core drilling and delivery to asphalt plant.
9. Issue daily reports in FAA format.

Deliverables:

Sub-consultant 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 – aGIS Survey. CONSULTANT shall prepare an aGIS Survey, within the Project Limits identified in Exhibit B, through its subconsultant Keith and Associates, Inc. Services will be performed in accordance with FAA Advisory Circular 150/5300 18C, Table 2-1 for Pavement Design and Construction and will consist of the following:

1. Provide geodetic control plan.
2. Validate existing airport geodetic control.
3. Survey/monument runway ends.
4. Validate runway length.
5. Validate runway width.
6. Collect and document VOR receiver checkpoint location and associated data.
7. Provide a Final Report.

Deliverables:

Sub-consultant shall provide the following for CITY review and written approval:

- Signed and sealed Topographic Survey.
- Topographic survey in AutoCAD and PDF formats.
- FAA Geodetic Control Plan.
- FAA Final Report (includes statement of work and uploading to FAA web portal).

Task 3.3 – DBE Monitoring. CONSULTANT shall, through its sub consultant, 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 pre-construction meeting to advise contractor of DBE requirements.
3. Gather and report statistical data and other information monthly.
4. Review third party contracts for compliance with the program.
5. Advise CITY on DBE matters and achievement monthly.
6. Develop DBE forms for monitoring and compliance reporting to upload to the FAA-dbe-Connect site.
7. Review Contractor's pay applications, monthly DBE utilization reports, and perform interviews with Contractor's personnel as required to monitor DBE compliance.
8. Prepare and submit necessary compliance reports to CITY for forwarding to FAA.

Deliverables:

Sub-consultant 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. CONSULTANT shall provide electrical construction phase services through its subconsultant, Hillers Electrical Engineering, Inc. Services will consist of the following:

1. Attend pre-construction meeting.

2. Attend construction progress meetings.
3. Review of shop drawings and submittals.
4. Review of request for information (RFI).
5. Review change order requests.
6. Perform one (1) periodic observation site visit per week.
7. Review electrical portion of Contractor's monthly partial pay request.
8. Includes one (1) semi- final observation visit and prepare final punch list items.
9. Includes one (1) final observation visit and final punch list review.
10. Includes Record Drawings based on Contractor Red Line markups.
11. Includes final issue resolution for final quantities adjustments, change order or failed test for each of the systems.

Deliverables:

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

- Field reports.
- 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 be providing an inspector during this Project and the RPR will represent CITY for coordination with Contractor.

ADDITIONAL SERVICES

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

PERFORMANCE SCHEDULE

CONSULTANT shall perform the services identified in Tasks 1 through 3 concurrent with the construction schedule for the Taxiway Foxtrot Relocation Project. Fees have been based on a 480 calendar days construction contract.

PROJECT FUNDING

Performance of this project is at CITY's discretion and may be contingent upon receipt by CITY of funding from Federal Aviation Administration (FAA) and/or the Florida Department of Transportation (FDOT) under the applicable federal grant and/or Public Transportation Grant Agreement (PTGA), and the Airport's approved CIP, respectively, 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 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 No.	Task Title	KHA Labor	Subconsultant Labor	Total
1	Construction Phase Services	\$ 334,635.00		\$ 334,635.00
2	RPR	\$ 37,375.00		\$ 37,375.00
3	Consultant Services			
	Dickey Consultant		\$ 34,410.00	\$ 34,410.00
	Tierra South Florida		\$ 38,528.00	\$ 38,528.00
	Keith & Assoc.		\$ 34,000.00	\$ 34,000.00
	CRJ		\$ 254,928.00	
	Hillers Electrical		\$ 61,025.00	\$ 61,025.00
	Sub-Total	\$ 372,010.00	\$ 422,891.00	\$ 794,901.00
	Reimbursable Expenses	\$ 800.00	\$ -	\$ 800.00
	Total	\$ 372,810.00	\$ 422,891.00	\$ 795,701.00

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 Khant Myat, Airport Engineer/Project Manager II, at the address shown below. **Please be sure that all correspondence refers to the City project number and title as stated above.**

Khant Myat
Airport Engineer/Project Manager II
City of Fort Lauderdale
City Hall, 4th Floor Engineering
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Email: fblanco@fortlauderdale.gov
Phone: 954-828-6536
Fax: 954-828-5074

Jill Prizlee, P.E.
Chief Engineer
City of Fort Lauderdale
City Hall, 4th Floor Engineering
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Email: jprizlee@fortlauderdale.gov
Phone: 954-828-5962
Fax: 954-828-5074

CONSULTANT CONTACTS

Kimley-Horn and Associates, Inc.
600 N Pine Island RD, Suite 450
Plantation, FL
Tom O'Donnell P.E., Senior Project Manager
Email: tom.odonnell@kimley-horn.com
Phone: 561-845-0665
Fax: 561-863-8175

CONTRACT PROVISIONS FOR AIP and OBLIGATED SPONSORS

Access to Records and Reports The Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide City, the Federal Aviation Administration, 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.

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.

General Civil Rights Provisions The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subtier Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) 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:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. Consultant 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 the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-consultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant 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 a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 a Consultant'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 the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant 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 the Consultant becomes involved in, or is threatened with litigation by a sub-consultant, or supplier because of such direction, the Consultant may request the City to enter into any litigation to protect the interests of the City. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 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);
- 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 Consultants, whether such programs or activities are Federally funded or not);

- 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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;
- 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);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Clean Air and Water Pollution Control. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Consultant agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceeds \$150,000.

Texting When Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the City encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

Energy Conservation Requirements. Consultant and sub-consultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

Prohibition Of Segregated Facilities

- (a) The Consultant agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Consultant agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Consultant shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

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.

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.

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.

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.

Contract Assurance - The Consultant or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex 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.

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.

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 subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 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.

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 (FLSA), 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.

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.

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.

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 subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors 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 subcontractor:

- (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.

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CITY

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

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

Jodi S. Hart, CPPO, CPPB, MBA
Manager, Procurement and Contracts
Chief Procurement Officer, Designee

Date: _____
*Pursuant to Section 2-179 Code of Ordinances
of the City of Fort Lauderdale, Florida

CHRIS LAGERBLOOM, ICMA-CM
City Manager

Date: _____

CONSULTANT

WITNESESS:

KIMLEY-HORN AND ASSOCIATES, INC.,
A North Carolina Corporation authorized to
transact business in the State of Florida

Signature:

Print Name:

By: _____
Gary Ratay
Senior Vice President

Signature:

Print Name:

ATTEST:

Thomas F. O'Donnell, P.E.
Assistant Secretary

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day
of _____, 2020, by Gary Ratay as Vice President for Kimley-Horn and Associates,
Inc., a North Carolina corporation authorized to transact business in the State of Florida.

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

Name of Notary Typed, Printed or Stamped

Personally Known ____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A

EXHIBIT NO. A TO FORM OF CONTRACT	Principal	Senior Prof	Project Manager	Project Engineer	Engineer/Planner	Intern	Senior Designer	RPR	Support Staff	Total Hours	Labor Cost
Kimley-Horn and Associates, Inc.											
	\$245.00	\$210.00	\$205.00	\$170.00	\$125.00	\$70.00	\$130.00	\$115.00	\$70.00		
TASK DESCRIPTION - BASIC ENGINEERING											
Task 1.0 Construction Phase Services											
1 General Contract Administration	12	12	480	18		10				532	\$ 107,620.00
2 Independent Testing Laboratory Coordination			30		96					126	\$ 18,150.00
3 Pre-Construction Conference			4		9		2		1	16	\$ 2,275.00
4 Site Visits and Observation of Construction	12	0	450	16	32	16			32	558	\$ 105,270.00
5 Review and Respond to Requests for Information	4	8	48	20	32	16	48			176	\$ 27,260.00
6 Review and Respond to Change Orders and Field C	4	8	48	20	32	16	48			176	\$ 27,260.00
7 Shop Drawing Review		14	27	10	48	10			20	129	\$ 18,275.00
8 Review and Respond to Pay Applications			32		52				8	92	\$ 13,620.00
9 Final Notice of Acceptance of the Work	1	2	9		4		2		1	19	\$ 3,340.00
10 Close-out Documents	1	2	20		32				40	95	\$ 11,565.00
Subtotal	34.0	46.0	1148.0	84.0	337.0	68.0	100.0	0.0	102.0	1919	\$ 334,635.00
Task 2.0 Resident Project Representative											
1 Weekly Meetings and Minutes								10		10	\$ 1,150.00
2 Construction Observation								225		225	\$ 25,875.00
3 Review QA Testing								10		10	\$ 1,150.00
4 Inform the Contractor of Deficiencies								10		10	\$ 1,150.00
5 Maintain Records of Quality of Materials								10		10	\$ 1,150.00
6 Maintain Copies of Acceptance Test Reports								10		10	\$ 1,150.00
7 Maintain Project Diary								50		50	\$ 5,750.00
Subtotal	0	0	0	0	0	0	0	325	0	325	\$ 37,375.00
Raw Labor Subt	0	0	0	0	0	0	0	0	0	2,244	\$ 372,010.00
DIRECT EXPENSES											
A Postage, Express, Courier											\$400
B. Plots											\$400
C. Prints-Plan Sheets											\$0
D. Printing-Reports and Specifications											\$0
TOTAL DIRECT EXPENSES											\$800.00
SUBCONSULTANT EXPENSES											
A. Specialty Subconsultants-Design											
Keith and Associates, Inc.											\$34,000.00
Tierra, Inc											\$38,528.00
Dickey Consultants Inc.											\$34,410.00
CRJ											\$254,928.00
Hillers											\$61,025.00
TOTAL SUBCONSULTANT EXPENSES											\$422,891.00
TOTAL EXPENSES											\$423,691.00
TOTAL PROJECT FEE											\$795,701.00

EXHIBIT B

