

AGREEMENT

between

City of Fort Lauderdale

and

KIMLEY-HORN AND ASSOCIATES, INC.

for

**CONSULTANT SERVICES FOR FXE AIRPORT RUNWAY 9-27 PAVEMENT
REHABILITATION**

**REQUEST FOR QUALIFICATIONS
No. 12740-636**

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 7th day of November, 2023 ("Effective Date"), by and between:

CITY OF FORT LAUDERDALE, a Florida municipality,
(hereinafter referred to as "CITY")

and

KIMLEY-HORN AND ASSOCIATES, INC., a Foreign Profit
company (hereinafter referred to as "CONSULTANT") with a
principal place of business located at 421 Fayetteville Street,
Suite 600, Raleigh, NC 27601

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of November 7, 2023, authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation, RFQ No. 12740-636, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated November 7, 2023, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the CONSULTANT that by its issuance recommends that CITY pay identified amounts to the CONSULTANT for services performed by the CONSULTANT on the Project.

- 1.4 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, executed on or after the effective date of this Agreement.
- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC., the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The Public Works Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 CONTRACT DOCUMENTS: Any or all of the following documents: The Solicitation (CITY OF FORT LAUDERDALE **REQUEST FOR QUALIFICATIONS No. 12740-636**), This Agreement, All Exhibits Attached to this Agreement, City Approved Change Orders, Addenda or Amendments to all related documents to the Change Orders, Specifications (quality) and Drawings (location and quantity) of CONSULTANT, CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications 12740-636.
- 1.14 CONTRACTOR: One or more individuals, firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.

- 1.15 DEPARTMENT DIRECTOR: The Director of the Public Works Department for the City of Fort Lauderdale.
- 1.16 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.17 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.18 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.19 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor/Consultant, but before the construction process was materially affected.
- 1.20 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.
- 1.21 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.22 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.

- 1.24 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.26 SUBCONTRACTOR/SUBCONSULTANT: A person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration, as defined in Section 448.095, Florida Statutes (2023).
- 1.27 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.26 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.27 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes (2023), CITY has formed a Committee to evaluate CONSULTANT'S statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes (2023), and has selected CONSULTANT to perform services hereunder.

ARTICLE 3

SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: aviation design and construction engineering and inspection consultant services for the FXE Airport Runway 9-27 Pavement Rehabilitation project, as more specifically

described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT'S level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT'S opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes (2023), and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY'S specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5 PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are incorporated in this Agreement and made a part hereof whether attached to this Agreement or not. The Contract Documents are intended to include all items necessary for the proper execution and completion of

the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved Change Orders, Addenda or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications 12740-636.

Fifth priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications 12740-636.

- 5.2 Anything shown on the drawings and not mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6 TASK ORDERS

- 6.1 The Project will be divided into "Tasks."
- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable City Resolutions and CITY Code of Ordinance requirements.

ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 CONSULTANT shall perform the basic services described in Exhibit "A". The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 7.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.
- 7.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 7.4 In the event CONSULTANT fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if CONSULTANT is granted an extension of time beyond said substantial completion date, and CONSULTANT'S services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 7 for all services rendered by CONSULTANT beyond the substantial completion date.
- 7.5 The time for the performance of services described in the Task Orders Scope of Services and supplemental Task Orders shall be negotiated by the CITY and CONSULTANT as the services are requested and authorized by the CITY.
- 7.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project related Task Orders for additional services.

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT the rates reflected in Exhibit "B" attached hereto and incorporated herein as compensation for the performance of services under this Agreement, which include but are not limited to the services listed in Exhibit "A" attached hereto and incorporated herein, up to and not to exceed a total of **Eight Hundred Thousand Dollars and 00/100 cents (\$800,000.00)**. It is agreed that the method of compensation is that of "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "B."

Except as required and provided for by the Florida Local Government Prompt Payment Act, in Chapter 218, Florida Statutes, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

A Not-to-Exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses and profit, or as required by individual Task Order.

8.2 METHOD OF BILLING

8.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel

expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT'S cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

8.3 REIMBURSABLES

8.3.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT'S internal drafts, reviews, or other purposes, are not eligible for reimbursement.
- B. Identifiable testing costs and special inspections approved by Contract Administrator.

- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

8.3.2 Reimbursable sub-consultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

8.3.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon and describes the maximum extent of CITY'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

8.4 METHOD OF PAYMENT

8.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act, as set forth in Chapter 218, Florida Statutes, (2023) as amended. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

8.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.

8.4.3 To protect against payment fraud, CONSULTANT shall comply with any additional requests made by City staff or authentication required by the CITY to verify Consultant's identify, banking information, address, and any other pertinent information, prior to the issuance of each payment.

8.4.4 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card). Payment will be made to CONSULTANT at:

Kimley-Horn and Associates, Inc.
421 Fayetteville Street Suite 600
Raleigh, NC 27601

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT and approved by the City Commission or City Manager in accordance with the City's Code of Ordinances and applicable City resolutions.
- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.
- 9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.

- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT'S methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.
- 10.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the CITY'S direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:
- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten percent (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the CITY;
 - CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten percent (10%) of the Estimated Construction Cost of the project;
 - The CITY may approve an increase in the Estimated Construction Cost of the Project;
 - The CITY may reject all bids or proposals and may authorize re-bidding;
 - The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
 - The CITY may abandon the project and terminate CONSULTANT'S work authorization and Services for the Project; or
 - The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within 10% of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

- 10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.
- 10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.
- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
 - 10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.
 - 10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.

- 10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT'S Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT'S fee a sufficient amount to recover all such additional cost to the CITY.
- 10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY'S right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11 CITY'S RESPONSIBILITIES

- 11.1 CITY shall assist CONSULTANT by placing at CONSULTANT'S disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 11.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the CONSULTANT.

ARTICLE 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY'S sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY'S reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this

Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY'S request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

12.2.2 Termination for Convenience. This Agreement may be terminated by convenience by the CITY. In the event this Agreement is terminated for convenience by the CITY, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

12.2.3 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon

prior written notice for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT'S decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or

physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

12.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the City purchase and may result in CONSULTANT debarment.

12.7 SUB-CONSULTANTS

12.7.1 CONSULTANT may subcontract certain items of work to sub-consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed sub-consultant, including sub-consultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work:

12.7.2 CONSULTANT shall utilize the sub-consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

The list of sub-consultants submitted is as follows:

Brown And Phillips, Inc.
Dickey Consulting Services, Inc.
Quantum Electrical Engineering, Inc.
NV5 Geospatial, Inc.
Tierra South Florida, Inc.

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and CONSULTANT shall not sub-contract any portion of the work required by this Agreement except as authorized in accordance with the terms of this Agreement.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

12.9 INDEMNIFICATION OF CITY

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, its elected and appointed officials, its agents, from all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees at appellate and trial levels, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and any persons employed or utilized by CONSULTANT in the performance of this Agreement, and any associated Task Orders or Work Authorization. These indemnifications shall survive the termination or expiration of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY'S liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

12.11 INSURANCE

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

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained

herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

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

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation

insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

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

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

Insurance Certificate Requirements

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

The Certificate Holder should read as follows:

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

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT'S

request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT'S representative to whom matters involving the conduct of the Project shall be addressed.

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT'S staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize sub-consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such sub-consultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

12.21 SEVERANCE

- A. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and this Agreement shall be construed and enforced as if such provisions had not been included, unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND**

ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT.

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against CONSULTANT. CONSULTANT waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

12.25 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.26 ONE ORIGINAL AGREEMENT

This Agreement shall be executed in one (1) signed Agreement, treated as an original.

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

CITY: Project Manager, Khant Myat
Public Works Department
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5061
E-mail: kmyat@fortlauderdale.gov

With a copy to: City Manager and City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1605

Fort Lauderdale, FL 33301

CONSULTANT: Tom O'Donnell
Project Manager
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601
Telephone (561) 840-0825
Email: tom.odonnell@kimley-horn.com

12.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, mediation, bankruptcy, or arbitration, the prevailing party in that litigation or action shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees, paralegal fees, expert witness fees, incurred during the litigation or action at both trial and appellate levels.

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT'S health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

12.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

12.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

12.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), as may be

amended or revised. The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

12.36 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone Number: (954) 828-5002

**Mailing Address: City Clerk's Office
One East Broward Boulevard, Suite 444
Fort Lauderdale, Florida 33301-1016**

E-mail: prcontract@fortlauderdale.gov

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following

completion of this Agreement if CONSULTANT does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of CONSULTANT or keep and maintain public records required by the City to perform the service. If CONSULTANT transfers all public records to the City upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall indemnify, hold harmless, protect and defend at CONSULTANT'S sole expense, counsel being subject to the City's approval, the City, its employees, its officers, its elected officials, its appointed officials, its agents, and its volunteers, from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, lawsuits, royalties, expenses, bankruptcies, or liabilities, including any award of attorney fees, paralegal fees, expert witness fees, mediation fees, arbitration fees, court costs, and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, trademark, or other intellectual property right in connection with the CONSULTANT'S or the CITY'S use of any copyrighted, trademarked, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

12.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of City and shall be delivered by CONSULTANT to the CITY'S Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to

CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

12.39 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

12.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187").
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

12.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees within three business days after the first day that the new employee begins working for pay as required by 8 C.F.R. Part 274a.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Section 448.095(5)(c)1. or Section 448.095(5)(c)2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for all of its subcontractor's compliance with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

12.42 NO WAIVER OF SOVEREIGN IMMUNITY. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

ARTICLE 13

FAA REQUIRED CONTRACT PROVISIONS FOR NON-AIP CONTRACTS

13.1 General Civil Rights Provisions: 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.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- 13.2 Special Clause that is Used for General Contract Agreements. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

- 13.3 Nondiscrimination Requirements/Title VI Clauses for Compliance.

The Sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.
- 3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

- 13.4 Title VI Solicitation Notice.

The City of Fort Lauderdale, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

- 13.5 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 USC § 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 USC § 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (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);
- 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. 74087 (2005)];

- 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 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:** The Contractor (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. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The 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 the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the 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:** The 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 Sponsor 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 contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor 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 Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor 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 Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor 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 Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

13.7 Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

- A. The Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") 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 said facilities, (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 the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to permits and in the event of breach of any of the above Non-discrimination covenants, City of Fort Lauderdale will have the right to terminate the permits and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Fort Lauderdale will there upon revert to and vest in and become the absolute property of City of Fort Lauderdale and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

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

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: 
GREG CHAVARRIA
City Manager


Date: 11/27/2024

ATTEST:

By: 
DAVID R. SOLOMAN
City Clerk




Approved as to Legal Form:
Thomas J. Ansbro, City Attorney


By: 
SHARI C. WALLEN, ESQ.
Assistant City Attorney

WITNESSES:

KIMLEY-HORN AND ASSOCIATES, INC., a Foreign Profit company authorized to conduct business in the State of Florida,


Armando Tineo
Print Name

By: 
Print Name: GARY R. RATAY
Title: Vice-President


Derek Roberts
Print Name

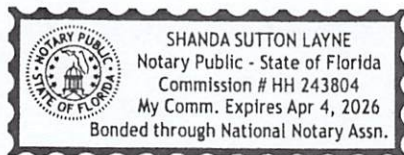
(CORPORATE SEAL)

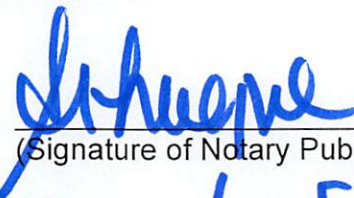
STATE OF Florida
COUNTY OF Broward



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of November 2023, by Gary R. Ratay as Vice President of KIMLEY-HORN AND ASSOCIATES, INC., a Foreign corporation authorized to transact business in Florida.

[SEAL]




(Signature of Notary Public - State of FL.)
Shanda Sutton Layne
(Print, Type, or Stamp Commissioned Name of Notary Public)


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

EXHIBIT A

SCOPE OF SERVICES

The CONSULTANT shall perform the following professional services related to general engineering aviation consultant services, including aviation design, construction engineering and inspection services, and grant support services for the Fort Lauderdale Executive Airport Runway 9-27 Pavement Rehabilitation and these services shall also include, but are not to be limited to, the following services as authorized by individual Task Orders for individual projects.

The list of services that may be required of the consultant is provided below. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by architects, engineers, and surveyors, and for which the firm(s) are experienced, qualified, and able to perform.

Work to be accomplished under this Agreement will include, but not be limited to the following: engineering planning, design, surveying, environmental, electrical, geotechnical testing and analysis, cost estimating and scheduling, and grant support services (including providing Disadvantaged Business Enterprise (DBE) support services during design, and Benefit Cost Analysis (BCA) if requested by the City's Project Manager.

The consultant shall also be required to provide Construction Phase Services which includes but not limited to shop drawings review, RFIs review, change orders review, payment requests review, construction management and inspection services, DBE Compliance monitoring and reporting, daily reports for construction and asphalt pavement testing services conforming to FAA P-401 specifications. The asphalt testing firm shall be certified under ASTM-D3666. Additionally, the CONSULTANT shall provide all the construction related documents to City for grant closeout.

Professional Services will include work at the Fort Lauderdale Executive Airport, in the City of Fort Lauderdale, with financial assistance if the City meets the requirements from the Florida Department of Transportation through Public Transportation Grant Agreement.

PROJECT DESCRIPTION

Runway 9-27 is currently in satisfactory condition with an area weighted PCI value of 75 and 76 respectively. The 2019 FDOT pavement evaluation report recommended Runway 9-27 be milled and overlaid with P-401 asphalt in the short term. Design for the pavement rehabilitation of Runway 9-27 would include survey work, design for construction plans and development of engineering technical specifications. The project scope will include, but not limited to, the removal of existing pavement, preparation of lime rock subgrade, and the

construction of new pavement with new or recycled materials. The adjacent taxiway intersections will also be milled and re-surfaced as part of this project. New striping will be applied after the paving has been completed.

The Not-to-Exceed price for each Task Order associated with this project will be determined in accordance with previously negotiated labor rates with the consultant. Each Task Order shall be authorized independently.

EXHIBIT "B"
BILLING RATES
RFQ No. 12740-636
Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation
KIMLEY-HORN AND ASSOCIATES, INC. (Prime)
Standard Hourly Rate Table

CATEGORY	HOURLY RATES
PRINCIPAL	\$280.00
SENIOR PROJECT MANAGER	\$260.00
SENIOR PROFESSIONAL	\$250.00
PROJECT MANAGER	\$241.00
SENIOR ENGINEER	\$225.00
PROJECT ENGINEER	\$180.00
ENGINEER	\$170.00
INTERN	\$95.00
SENIOR ENVIRONMENTAL SCIENTIST	\$197.00
ENVIRONMENTAL SCIENTIST	\$175.00
SENIOR DESIGNER	\$170.00
CADD DESIGNER	\$135.00
SR. RESIDENT PROJECT REP.	\$190.00
RESIDENT PROJECT REPRESENTATIVE	\$147.00
SUPPORT STAFF	\$84.00
PROJECT SPECIALIST	\$160.00

EXHIBIT "B"
BILLING RATES

RFQ No. 12740-636

Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation

DICKEY CONSULTING, INC. (Subconsultant)

Standard Hourly Rate Table

<u>CATEGORY</u>	<u>HOURLY RATES</u>
DBE PRINCIPAL	\$166.00
DBE LIAISON OFFICER	\$100.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: Allied World Assurance Co (U.S.) Inc. INSURER C: New Hampshire Insurance Company INSURER D: Lloyd's of London INSURER E: INSURER F:	FAX (A/C, No): 7702207699 NAIC # 19445 19489 23841 85202
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COVERAGES**CERTIFICATE NUMBER:** 1020956142**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268169	4/1/2023	4/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 CA2970071	4/1/2023 4/1/2023	4/1/2024 4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2023	4/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2304949	4/1/2023	4/1/2024	Per Claim Aggregate \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ 12740-636; CONSULTANT SERVICES FOR FXE AIRPORT RUNWAY 9-27 PAVEMENT REHABILITATION; Tom O'Donnell. The City, a Florida municipal corporation, its officials, employees and volunteers are named as Additional Insureds with respects to General Liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 526-81-69

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2023

forms a part of Policy No. WC 015-89-3685

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

Solicitation 12740-636

Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation

Bid Designation: Public



City of Fort Lauderdale

Bid 12740-636

Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation

Bid Number **12740-636**
Bid Title **Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation**

Bid Start Date **Dec 8, 2022 9:33:50 AM EST**
Bid End Date **Jan 26, 2023 2:00:00 PM EST**
Question & Answer End Date **Jan 10, 2023 5:00:00 PM EST**

Bid Contact **Maureen Lewis, MBA, CPPB**
Senior Procurement Specialist
Finance
954-828-5239
maureenl@fortlauderdale.gov

Contract Duration **One Time Purchase**
Contract Renewal **Not Applicable**
Prices Good for **Not Applicable**

Bid Comments **The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide aviation design, construction engineering and inspection services, and grant support Services as further described in Section III – Scope of Services. Those firms which are interested in submitting proposals in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.**

This solicitation will be opened electronically via bidsync.com at the date and time indicated on the solicitation. All openings will be held on the bidsync.com platform. Once the Procurement Specialist opens the solicitation, the bid tabulations (where applicable) may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access. It is the sole responsibility of the proposer to ensure that its bid is submitted electronically through Bidsync no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA bidsync.com .

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question and Answer (Q&A) forum on bidsync.com before the Last Day for Questions indicated in the Solicitation.

Added on Jan 4, 2023:
Question & Answer and Bid Duration dates have been extended to JANUARY 10, 2023, and JANUARY 20, 2023, respectively.
Added on Jan 20, 2023:
The Bid Opening date has been extended to JANUARY 26, 2023.

Addendum # 1

Addendum # 2**Item Response Form**Item **12740-636-01-01 - 12740-636**Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Fort Lauderdale**No Location Specified**Qty 1****Description**

UPLOAD ATTACHMENTS HERE.

Request for Qualifications

RFQ # 12740-636

CONSULTANT SERVICES FOR FORT LAUDERDALE EXECUTIVE AIRPORT RUNWAY 9-27 PAVEMENT REHABILITATION

Pursuant to Section 287.055
Consultants' Competitive Negotiation Act (CCNA)

City of Fort Lauderdale



**KHANT MYAT, P.E.
PROJECT MANAGER II**

**MAUREEN LEWIS, MBA, CPPB
SENIOR PROCUREMENT SPECIALIST**

Telephone: (954) 828-5239 E-mail: maureenl@fortlauderdale.gov

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, FL (City) is actively seeking qualified, experienced, and licensed firm(s) to provide aviation design, construction engineering and inspection services, and grant support Services as further described in Section III – Scope of Services. Those firms which are interested in submitting proposals in response to this Request for Qualifications (RFQ) shall comply with Section IV– Submittal Requirements.

1.2 Bidsync

The City uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a response to ensure familiarity with the use of Bidsync. The City shall not be responsible for an offeror's inability to submit a response by the end date and time for any reason, including issues arising from the use of Bidsync. There is no charge to bidders/construction managers to register and participate in the solicitation process, nor will any fees be charged to the awarded proposer.

It is the sole responsibility of the **proposer** to ensure that its bid is submitted electronically through Bidsync no later than the time and date specified in this solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA bidsync.com.**

1.3 Electronic Bid Openings

This solicitation will be opened electronically via bidsync.com at the date and time indicated on the solicitation. All openings will be held on the bidsync.com platform. Once the Procurement Specialist opens the solicitation, the bid tabulations (where applicable) may be viewed immediately on a computer, laptop, cell phone, or any other device with WiFi access.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question and Answer (Q&A) forum on bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Pre-Proposal Meeting

There will not be a pre-proposal meeting for this RFQ.

1.5 Point of Contact

City of Fort Lauderdale, Procurement Services Division
Attn: Maureen Lewis, Senior Procurement Specialist
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301
Telephone: (954) 828-5239
E-mail: maureenl@fortlauderdale.gov

For all inquiries concerning this RFQ, questions, and requests for additional information, please utilize the Q&A platform provided by Bidsync at bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFQ. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of Bidsync Site). **Consultants please note:** Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX.

Submission of a proposal will be considered evidence that the proposer has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all requirements contained in this solicitation. The questions and answers submitted in Bidsync shall become part of any contract that is created from this RFQ.

1.6 Debarred or Suspended Bidders or Proposers

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and sub-consultants are presently debarred or suspended by any Federal department or agency.

1.7 Prohibition Against Contracting with Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

END OF SECTION

SECTION II – GENERAL TERMS AND CONDITIONS

2.1 Addenda, Changes, and Interpretations

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

2.2 Changes and Alterations

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

2.3 Consultants' Costs

The City shall not be liable for any costs incurred by consultants in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

2.4 Mistakes

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

2.5 Acceptance of Responses/Minor Irregularities

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

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

2.6 Responsiveness

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

2.7 Responsibility

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

2.8 Minimum Qualifications

Firms shall be in the business of general engineering, for at least **five (5) years**, and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firms must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one city similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

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

2.8.1 Proposer or principals shall have relevant experience in aviation design development, aviation construction engineering and inspection, and aviation grant support services. Project manager(s) assigned to the work must have **five (5) years'** experience in aviation design development, airfield construction management and has served as project manager(s) on projects with similar scope and scale or larger. Project manager(s) assigned to the work shall have knowledge on FAA design standards and grant requirements for the project.

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

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

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

2.8.5 Consultant(s) must be appropriately licensed and registered in the State of Florida in the required field of service required.

2.9 Lobbyist Ordinance

ALL CONSULTANTS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be

obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.10 Protest Procedure

2.10.1 Any proposer who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Ordinance or any applicable law, may follow the protest procedure as found in the City's Procurement Ordinance within five (5) days after a notice of intent to award is posted on the City's web site at the following link: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

2.10.2 The complete protest ordinance may be found on the City's web site at the following link: [https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR CH2AD ARTVFI DIV2PR S2-182DIREPRAWINAW](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

2.11 Public Entity Crimes

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

2.12 Sub-Consultants

2.12.1 A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFQ. A Sub-Consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultants are permitted by the City in the performance of the services pursuant to the Agreement. Consultant must clearly reflect in its proposal, the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFQ.

2.12.2 Consultants shall include in their responses, the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and

location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFQ, Sub-consultants' hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of Consultant.

2.13 Local Business Preference – N/A

2.14 Disadvantaged Business Enterprise Preference – N/A

2.15 Insurance Requirements

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

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

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

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

Policy must include coverage for contractual liability and independent contractors.

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

Professional Liability

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

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Business Automobile Liability

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

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

Workers' Compensation and Employer's Liability

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

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

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

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation and Professional Liability.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORTLAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

A Sample Insurance Certificate shall be included with the proposal to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.

2.16 Insurance - Subconsultants

Consultant shall require all of its sub-consultants to provide the aforementioned coverage as well as any other coverage that the consultant may consider necessary, and any deficiency in the coverage or policy limits of said sub-consultants will be the sole responsibility of the consultant.

2.17 Award of Contract

A Contract (the "Agreement") will be awarded in accordance with Florida Statutes, by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City's best interests. The draft agreement is provided herein as an attachment to this RFQ. The City reserves the right to award a contract to more than one Consultant as is in the City's best interest.

2.18 Modification of Services

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

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

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

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

2.19 No Exclusive Contract

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

2.20 Contract Period

The initial contract term shall commence upon date of award by the City and shall expire when the mutually agreed-upon schedule ends.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than **270** days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.20 Unauthorized Work

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

2.21 Payment Method

Payment on this contract will be made by check.

2.22 Prohibition Against Contingent Fees

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not and will not employ or retain any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure an agreement pursuant to this competitive solicitation and that he or she has not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award or making of an agreement pursuant to this competitive solicitation.

2.23 Indemnity/Hold Harmless Agreement

The Consultant agrees to protect, defend, indemnify, and hold harmless the City and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Consultant under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

2.24 Substitution of Personnel

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

2.25 Ownership of Work

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

2.26 Canadian Companies

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries, a judgment entered against the Consultant. The Consultant waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.27 Instructions

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit responses in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting a proposal. Firms must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Firm's notes and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All responses shall be submitted electronically through Bidsync as stated in Section 4.1.

2.28 Discrepancies, Errors and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

2.29 E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Consultant and its subconsultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its subconsultants, if any, to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the subconsultant, and the Consultant shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is

liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(j), Florida Statutes (2022), as maybe amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Consultant shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095(1)(j), Florida Statutes (2022), as maybe amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

END OF SECTION

SECTION III - SCOPE OF SERVICES

3.1 Purpose

The City is seeking the services of a qualified consulting firm(s) to provide Professional Services related to a contract for **aviation design, construction engineering and inspection consultant services, and grant support services**. The successful firm will provide general engineering aviation consultant services for the Fort Lauderdale Executive Airport Runway 9-27 Runway Pavement Rehabilitation Project located in Broward County, Florida.

The list of services that may be required of the consultant is provide below. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by architects, engineers, and surveyors, and for which the firm(s) are experienced, qualified, and able to perform.

3.2 The scope of services may include, but is not limited to, the following:

engineering planning, design, surveying, environmental, electrical, geotechnical testing and analysis, cost estimating and scheduling, and grant support services (including providing Disadvantaged Business Enterprise (DBE) support services during design, and Benefit Cost Analysis (BCA). The consultant shall also be required to provide construction Phase Services which includes, but not limited to, shop drawings review, RFI's review, change orders review, payment requests review, construction management and inspection services, DBE Compliance monitoring and reporting, daily reports for construction, and asphalt pavement testing services conforming to FAA P-401 specifications. The asphalt testing firm shall be certified under ASTM-D3666. Consultant shall also be required to provide all the construction related documents to the City for grant closeout.

3.3 PROJECT BACKGROUND

This project is located at the Fort Lauderdale Executive Airport, in the City of Fort Lauderdale, and is a federal project funded with financial assistance from the U.S. Department of Transportation, Federal Aviation Administration (FAA).

PROJECT DESCRIPTION

Runway 9-27 is currently in satisfactory condition with an area weighted PCI value of 75 and 76 respectively. The 2019 FDOT pavement evaluation report recommended Runway 9-27 be milled and overlaid with P-401 asphalt in the short term. Design for the pavement rehabilitation of Runway 9-27 would include survey work, design for construction plans and development of engineering technical specifications. The project scope will include, but not limited to, the removal of existing pavement, preparation of lime rock subgrade, and the construction of new pavement with new or recycled materials. The adjacent taxiway intersections will also be milled and re-surfaced as part of this project. New striping will be applied after the paving has been completed.

The Not-to-Exceed price for each Task Order associated with this project will be determined in accordance with previously negotiated labor rates with the consultant. Each Task Order shall be authorized independently.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

4.1.1 The City is using Bidsync (Bidsync.com) to administer this competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions/requests for information. There is no charge to register and download the RFQ from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.

All proposals must be submitted electronically.

4.1.2 Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit proposals in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFQ. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.

4.1.3 All information submitted by proposer shall be typewritten or provided as otherwise instructed to in the RFQ. Proposers shall use and submit any applicable or required forms provided by the City and attach such to its response. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

4.1.4 Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.

4.1.5 In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. The Proposer's response to the RFQ is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFQ purporting to require confidentiality of any portion of the Proposer's response to the RFQ, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFQ constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold

harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals purporting to be subject to copyright protection in full or in part will be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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

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

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Consultant does not transfer the records to the City.
 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that

the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that responses be no more than 100 pages. in one complete pdf document. The proposals should be organized, divided and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFQ.

Note: Do not include pricing - Compensation will be requested and considered only during the competitive negotiations process.

4.2.1 Table of Contents

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

4.2.2 Executive Summary

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

4.2.3 Firm Qualifications and Experience

Respondents must provide documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. A Standard Form 330 may be used to provide this information. Indicate the firm's number of years of experience in providing the professional services as it relates to the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, i.e. Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); company address, phone number, fax number, e-mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s) for the City.

4.2.4 History and Past Performance of the Firm

List the projects that the firm has completed that are similar to scope and scale of the proposed project. Explain how the past projects are similar to the propose project. Describe the services that the firm has provided for the past projects. Also provide the cost of these

projects. Describe the lesson learns from the projects and how could these be apply to the proposed project.

4.2.5 Approach to Scope of Work

- Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project.
- Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time.
- Also demonstrate the plan to keep the project on schedule, and within budget during the design and construction phases of the project. The project cost estimate for design and construction, and construction phases needs to be accurate and not over or under-estimated.
- Describe available facilities, technological capabilities and other available resources you offer for the project.
- Provide a proposed (realistic) schedule from Notice to proceed until the construction drawings are issued. The City expects this project to be completed expeditiously and the City reserves the right to make adjustments to this schedule as necessary.

4.2.6 Qualification and Experience for the Project Team

Provide the organization chart of the project team for the project which include sub-consultants. If the charts are different for design phase service and construction phase service, please provide two separate charts. Describe project manager(s) experience and knowledge for both design phase service and construction phase services. Describe the project manager(s) knowledge of FAA design standard and specification. Also provide the project manager(s) understanding of both FDOT and FAA requirement during design and construction phase of the project. Demonstrate project team's familiarity with the airfield construction management and airfield safety.

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

4.2.7 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.8 Sub-consultants

Consultant must clearly identify any sub-consultants that may be utilized during the term of this contract.

4.2.9 Required Forms

a. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies' names for both Professional Liability and General Liability, and the dollar amounts of the coverage

b. Local Business Preference Certification – N/A

c. Disadvantaged Business Enterprise Preference Certification – N/A

d. Non-Collusion Statement

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

e. Non-Discrimination Certification Form

f. E-Verify Affirmation Statement

g. Contract Payment Method - N/A

h. Bid/Proposal Certification

Complete and attach the Certification

4.3 By submitting a proposal, each firm is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes.

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

END OF SECTION

SECTION V - EVALUATION AND AWARD

5.1 Evaluation Procedure

- 5.1.1** Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the proposals as submitted. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultant's Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.2** The Committee shall short list no less than three (3) submittals, assuming that three or more submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular discipline. The Committee shall then hold discussions, conduct interviews, and/or require oral presentations with all short-listed firms. The Committee shall then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publicly advertised evaluation meetings. The City may request, and the firm shall provide, additional information deemed necessary by the Evaluation Committee to conduct evaluations.
- 5.1.3** If the City manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the City Commission or until the short-list is exhausted in which case a new Request for Qualifications may be undertaken.

5.2 Evaluation Criteria

- 5.2.1** Per Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.
- 5.2.2** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.3 Weighted Criteria

<u>Criteria</u>	<u>Percentage</u>
Qualifications and Experience of Firm <i>[To include years of experience, licenses, insurance, and other pertinent information]</i>	25
Qualifications and Experience of Project Team <i>[Project team members and project managers experience and knowledge of design and construction management of projects with similar scope, scale [or larger] and skill. Project managers' understanding of FAA design and construction requirements.]</i>	25
History and Past Performance of the Firm <i>[Current and past projects that are similar in scope and scale [or larger] to this project. Also include the service that it provided, cost of the project, lesson(s) learned, if any.]</i>	25
Approach to Scope of Work <i>[Construction of this project requires detailed coordination in phasing. Provide information on how the firm will keep the project on tight schedule during both the design and construction phases of the project. Also describe the plan to keep project within budget during the design and construction phases.]</i>	25
TOTAL	100%

5.3 Contract Award

- 5.3.1** The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.
- 5.3.2** Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City.
- 5.3.3** The City Manager shall appoint a contract administrator or project manager for each contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

END OF SECTION

AGREEMENT

between

City of Fort Lauderdale

and

COMPANY NAME

for

(RFQ TITLE)

RFQ No.

DRAFT CONTRACT

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____ day of _____, 202__, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality, (hereinafter referred to as "CITY")

and

(COMPANY NAME), a _____ (company/corporation) authorized to conduct business in the State of Florida, (hereinafter referred to as "CONSULTANT")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of (COMMISSION DATE) authorized by motion the execution of this Agreement between CONSULTANT and CITY authorizing the performance of (TITLE), RFQ No. _____, incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated (COMMISSION DATE), 202__, and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.
- 1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that CITY pay identified amounts to the Contractor for services performed by the

Contractor on the Project.

- 1.4 CHANGE ORDER: A written order approved by the CITY authorizing a revision of this Agreement between the CITY and CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.

- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSULTANT: (CONSULTANT'S NAME), the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.12 CONTRACT ADMINISTRATOR: The (Department) Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.13 CONTRACTOR: One or more individuals, firms, corporations, or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.14 DEPARTMENT DIRECTOR: The Director of the (Department) Department for the City of Fort Lauderdale.

- 1.15 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.16 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.18 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.
- 1.19 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.
- 1.20 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.21 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.22 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.

- 1.23 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.
- 1.24 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.25 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.26 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and CONSULTANT.
- 1.27 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes, CITY has formed a Committee to evaluate CONSULTANT'S statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: **(TYPE OF ENGINEERING SERVICES)** Engineering Services to **(TITLE)** as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT'S level of effort.

CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT'S opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4

GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the rates for professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY'S specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5

PRIORITY OF PROVISIONS

- 5.1 The Contract Documents are intended to include all items necessary for the proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Contract Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to CITY. The Contract Documents are complementary, and wherever possible the provisions of the Contract Documents

shall be construed in such manner as to avoid conflicts between provisions of the various Contract Documents. In the event of any inconsistency in the Contract Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Contract Documents shall be construed according to the following priorities:

First priority: Approved Change Orders, Addenda or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: City of Fort Lauderdale Request for Qualifications (RFQ #).

Fifth priority: CONSULTANT'S response to City of Fort Lauderdale Request for Qualifications (RFQ #).

- 5.2 Anything shown on the drawings and not mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6 TASK ORDERS

- 6.1 The Project will be divided into "Tasks."
- 6.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.

ARTICLE 7 TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 7.1 CONSULTANT shall perform the basic services described in Exhibit "A". The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to

Proceed for such services.

- 7.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables for the Contract Administrator's review.
- 7.3 In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.
- 7.4 In the event Contractor fails to substantially complete the Project on or before the substantial completion date specified in the project schedule with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT'S services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 7 for all services rendered by CONSULTANT beyond the substantial completion date.
- 7.5 The time for the performance of services described in the Task Orders Scope of Services and supplemental Task Orders shall be negotiated by the CITY and CONSULTANT as the services are requested and authorized by the CITY.
- 7.6 The term of this Agreement shall be limited to the time duration required to complete the basic services of the aforementioned project and any additional project related Task Orders for additional services.

ARTICLE 8 COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this

Agreement up to a Not-to-Exceed Amount of **(AGREEMENT TOTAL IN WORDS) (\$AGREEMENT TOTAL IN NUMBERS)**. It is agreed that the method of compensation is that of "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "B."

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Consultant waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

A Not-to-Exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses and profit, or as required by individual Task Order.

8.2 METHOD OF BILLING

8.2.1 Not-To-Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number in a timely manner for all salary costs attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT'S cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

8.3 REIMBURSABLES

8.3.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT'S internal drafts, reviews, or other purposes, are not eligible for reimbursement.
- B. Identifiable testing costs and special inspections approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

8.3.2 Reimbursable sub-consultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

8.3.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of CITY'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

8.4 METHOD OF PAYMENT

8.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

8.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.

8.4.3 Payments are scheduled to be made by CITY to CONSULTANT using a credit card/CITY Procurement Card (P-Card). **[DELETE IF PAYMENT WILL BE BY CHECK and re-number accordingly]**

8.4.4 Payment will be made to CONSULTANT at:

(CONSULTANT'S ADDRESS)

ARTICLE 9 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

9.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

- 9.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.
- 9.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services, and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the Parties for amounts in the aggregate under \$100,000. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10 CONSULTANT'S RESPONSIBILITIES

- 10.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the City of Fort Lauderdale Procurement Ordinance.
- 10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The CITY recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT'S methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.

10.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the CITY'S direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. In such a circumstance, the CITY may at its sole discretion, exercise any one or more of the following options:

- CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the CITY;
- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the CITY until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
- The CITY may approve an increase in the Estimated Construction Cost of the Project;
- The CITY may reject all bids or proposals and may authorize re-bidding;
- The CITY may if permitted, approve a renegotiation of the Project within a reasonable time;
- The CITY may abandon the project and terminate CONSULTANT'S work authorization and Services for the Project; or
- The CITY may select as many deductive alternatives as may be necessary to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within 10% of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the CITY for such Services.

10.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.

10.5 The CONSULTANT may be asked to attend all pre-bid/proposal conferences.

10.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal/bid documents.

- 10.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 10.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 10.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
- 10.9.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.
- 10.9.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to CONSULTANT for reimbursement for Errors and Omissions.
- 10.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT'S Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 10.9.4 To obtain such recovery, the CITY shall deduct from CONSULTANT'S fee a sufficient amount to recover all such additional cost to the CITY.
- 10.9.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the CITY'S right to recover same as stated

above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.

- 10.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.3. In the event of a dispute in an amount over \$100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 11 CITY'S RESPONSIBILITIES

- 11.1 CITY shall assist CONSULTANT by placing at CONSULTANT'S disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 11.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 11.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 11.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 12 MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain

the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY'S sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY'S reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the CITY from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY'S request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

This Agreement may also be terminated by CITY upon such notice as

CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the CITY to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

12.2.3 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal

or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT'S decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

12.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in

the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2021), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2021), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

12.7 SUB-CONSULTANTS

12.7.1 CONSULTANT may subcontract certain items of work to sub-consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed sub-consultant, including sub-consultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

12.7.2 CONSULTANT shall utilize the sub-consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

The list of sub-consultants submitted is as follows:

(NAME ALL SUB-CONSULTANTS HERE)

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party, and CONSULTANT

shall not sub-contract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

12.9 INDEMNIFICATION OF CITY

12.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

12.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY'S liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of \$1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT'S recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the

CONSULTANT for damages in an amount in excess of \$1,000.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY'S liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

12.11 INSURANCE (INSERT INSURANCE INFORMATION FROM SOLICITATION)

[REDACTED]

[REDACTED]

NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON REQUIRED LIABILITY POLICIES.

12.12 REPRESENTATIVE OF CITY AND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT'S request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT'S representative to whom matters involving the conduct of the Project shall be addressed.

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT'S staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the

term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize sub-consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such sub-consultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

12.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

In the event Consultant is a corporation organized under the laws of any province

of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against CONSULTANT. CONSULTANT waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

12.25 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.26 ONE ORIGINAL AGREEMENT

This Agreement shall be executed in one (1) signed Agreement, treated as an original.

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

CITY: (Department) Director
City of Fort Lauderdale
(Address)
Fort Lauderdale, FL
Telephone: (954) 828-

With a copy to: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5364

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5037

CONSULTANT: NAME
COMPANY NAME
ADDRESS
STATE AND ZIP
Telephone
Email:

12.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and sub-consultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT'S health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

12.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/its sub-consultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a

manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

12.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

12.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the

Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

12.36 PUBLIC RECORDS

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

Consultant shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if CONSULTANT does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of CONSULTANT or keep and maintain public records required by the City to perform the service. If CONSULTANT transfers all public records to the City upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If

CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT'S expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT'S or the CITY'S use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

12.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of City and shall be delivered by CONSULTANT to the CITY'S Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

12.39 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

12.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187").
2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of the Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.
3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.
4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.
5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

12.41 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Consultant and its subconsultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Consultant shall require each of its subconsultants, if any, to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the subconsultant's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The CITY, the Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised,

shall terminate the Agreement with the person or entity.

3. The CITY, upon good faith belief that a subconsultant knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Consultant otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Consultant and order the Consultant to immediately terminate the contract with the subconsultant, and the Consultant shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Consultant may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Consultant is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.
5. Consultant shall include in each of its subcontracts, if any, the requirements set forth in this Section DD., including this subparagraph, requiring any and all subconsultants, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section DD. in its subcontracts. Consultant shall be responsible for compliance by any and all subconsultants, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

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

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
GREG CHAVARRIA
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form:
Alain E. Boileau, City Attorney

By: _____
RHONDA MONTTOYA HASAN
Assistant City Attorney

WITNESSES:

COMPANY NAME), a _____
 company/corporation authorized to conduct
 business in the State of Florida,

By: _____

 Print Name

 Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence
 or ☐ online notarization, this _____ day of _____, 202__, by (NAME OF
 AUTHORIZED OFFICER) as _____ (TITLE OF AUTHORIZED OFFICER) for
 _____ (NAME OF COMPANY), a Florida _____ (TYPE OF COMPANY)
 authorized to conduct business in the State of Florida.

 (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
SCOPE OF SERVICES**

DRAFT CONTRACT

EXHIBIT "B"
BILLING RATES

DRAFT CONTRACT

**CITY OF FORT
LAUDERDALE GENERAL
CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this General Conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions, please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence,

minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.**PART III BIDDING AND AWARD PROCEDURES:****3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB

issued by the City. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested, should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Chief Procurement Officer reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

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- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm which has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, is at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by

delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link:
<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

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

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall, within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

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

- 4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED for General Liability Insurance** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.
1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to

reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

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- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:**

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

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the

records to the City.


4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

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

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

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

 Text Box: 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

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

Name**Relationships**

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

Authorized Signature

Title

Name (Printed)

Date

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

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

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

//

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

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

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

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) EIN (Optional):
 Address:
 City: State: Zip:
 Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):
 Total Bid Discount (section 1.05 of General Conditions):
 Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

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

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

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

/

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

Question and Answers for Bid #12740-636 - Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation

Overall Bid Questions

Question 1

Does the 100-page limit include the required forms? (Submitted: Dec 13, 2022 10:50:47 AM EST)

Answer

- Yes. (Answered: Dec 19, 2022 9:44:03 AM EST)

Question 2

As currently worded, we believe that the indemnity provision 2.23 Indemnity/Hold Harmless Agreement on pages 10 of 21 of the Solicitation 12740-636 is not in compliance with FL Statute 725.08 and is unenforceable. Please consider rewording same to conform with the statute. Suggested language per FL Statutes 725.08: "The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract." (Submitted: Dec 19, 2022 8:03:27 AM EST)

Answer

- Section 2.23, of the solicitation is in keeping with FL Stat 725.08 and shall remain as is. (Answered: Jan 19, 2023 1:13:02 PM EST)

Question 3

Will the City please remove this portion of Section 12.2.1 Termination for Cause on page 40, as it is not in compliance with F.S. 725.08? — "In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any and all loss pertaining to this termination." (Submitted: Dec 19, 2022 8:03:36 AM EST)

Answer

- Sec. 12.2.1 is not in violation of that section; it deals with termination for cause. (Answered: Dec 30, 2022 1:27:17 PM EST)

Question 4

Will the City please remove this portion of Section 12.9 INDEMNIFICATION OF CITY on page 44, as it is not in compliance with F.S. 725.08? — "12.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY." (Submitted: Dec 19, 2022 8:03:44 AM EST)

Answer

- Section 12.9.2 does not relate at all to Sec. 725.08. It relates to holding back sums until claims are resolved, and this is not addressed in that section of Florida Statutes. (Answered: Dec 30, 2022 1:27:17 PM EST)

Question 5

Would the City please remove Section 12.17 "Conflicts on page 46? We believe that this provision is extremely difficult to comply with given how much work we do with private entities in the area and limiting our ability to testify for another client as an expert witness impedes our ability to contract with other clients. Additionally, this will be nearly impossible for us to enforce given our size and how many public and private clients we currently serve. If the City will not remove the provision, will it agree to limit the provision only to the employees working on this specific project and for the duration of the project only by adding the following? This provision shall only apply to the team members of Consultant working on this particular Project and only for the duration of the Project. If Consultant reasonably believes there may be a conflict of interest, it shall notify the City of said potential conflict.'

(Submitted: Dec 19, 2022 8:03:58 AM EST)

Answer

- Section 12.17 relates to expert witness testimony against the City so it will remain unchanged (Answered: Dec 30, 2022 1:27:17 PM EST)

Question 6

As currently worded, we believe that the indemnity provision 5.08 Indemnity/Hold Harmless Agreement on page 66 of the Solicitation 12740-636 is not in compliance with FL Statute 725.08 and is unenforceable. Please consider rewording same to conform with the statute. Suggested language per FL Statutes 725.08: "The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract (Submitted: Dec 19, 2022 8:04:07 AM EST)

Answer

- Section 5.08, of the solicitation is in keeping with FL Stat 725.08 and shall remain as is (Answered: Jan 19, 2023 1:13:02 PM EST)

Question 7

Will the City consider an extension due to the upcoming holidays? (Submitted: Dec 19, 2022 2:11:03 PM EST)

Answer

- On 1/4/2023, the bid was extended from 1/10/2023 to 1/20/2023 (Answered: Jan 20, 2023 11:31:07 AM EST)

Question 8

In 4.2.6 Qualification and Experience for the Project Team, there is a Note: "Do not simply include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City as well." Will the City prefer references in Tab 4.2.4 History and Past Performance of The Firm? (Submitted: Dec 28, 2022 5:21:47 PM EST)

Answer

- It is preferred that the References Tab be clearly marked/indicated regardless of its location (Answered: Dec 29, 2022 10:22:37 AM EST)

Question 9

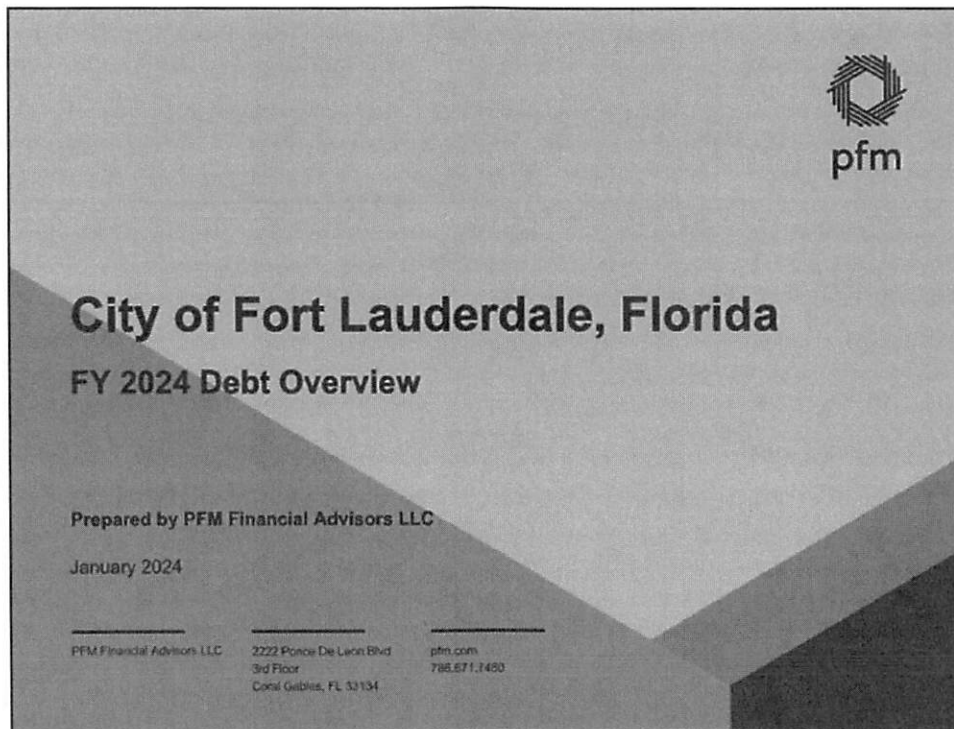
In the portal there is a portion to, "Fill out the qualifications for this agency. Click here". When clicked, the qualifications requests Experience with Municipal Pool Co2 Experience and General Contractor licensing with buttons to comply with this qualification and certify this is true. Will the City please advise regarding these

requirements?(Submitted: Jan 6, 2023 11:36:23 AM EST)

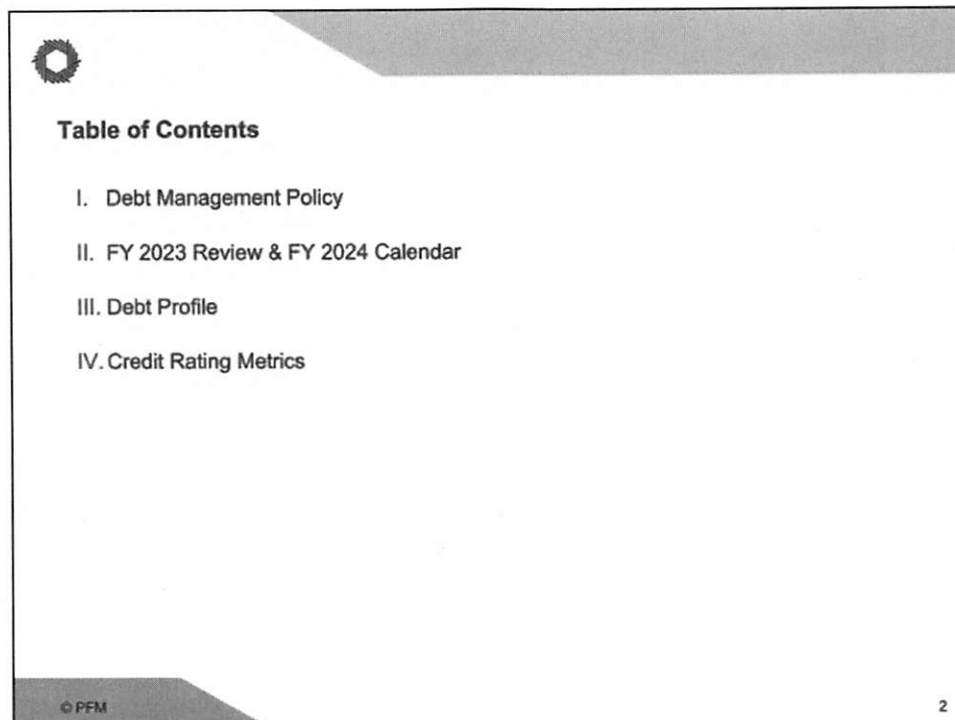
Answer

- This is a generic question posed by BidSync, please disregard as it will not prevent the upload of your response.

(Answered: Jan 9, 2023 9:24:51 AM EST)



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I. Debt Management Policy

3



City's Debt Policy

- 1. The City has a Debt Management Policy to establish guidelines and a framework for the issuance and management of the City's debt

II. POLICY STATEMENT

Under the governance and guidance of federal and state laws, the City's charter, ordinances, and resolutions, the City may periodically enter into debt obligations to finance the construction or acquisition of infrastructure, and other assets or to refinance existing debt and unfunded liabilities for the purpose of meeting its governmental obligation to its neighbors. It is the City's desire and direction to ensure that such debt obligations are issued and administered to obtain the best long-term financial advantage to the City and its neighbors, while making every effort to maintain and improve the City's bond ratings and reputation within the investment community.

The City may also decide to issue debt obligations on behalf of external agencies or authorities for the purpose of constructing facilities or assets which further the goals and objectives of city government. In such case, the City shall take reasonable steps to confirm the financial feasibility of the project, and the financial solvency of the borrower. The City shall take all reasonable precautions to ensure the public purpose, and financial viability of such transactions.

4



Legal Considerations

1. The primary use of debt by the City has been to fund capital projects; however, other debt may be issued as necessary and appropriate. Because the use of public facilities will occur over many years, it is appropriate to allocate the cost of the facilities over the useful life of the financed projects. Such events shall be considered, but are not limited to, the following:
 - a) Bonds shall only be issued for capital improvements including infrastructure and equipment with a useful life in excess of three years.
 - b) Whenever possible, the City shall use special assessment, revenue, or self-supporting bonds instead of General Obligation Bonds.
 - c) The term of any bonds shall not exceed the useful life of the expenditure being financed, and should not exceed 40 years unless there are extenuating circumstances that justify the longer term.
 - d) The City shall not issue debt to subsidize or finance current operations.
 - e) The City shall publish and distribute an official statement for each publicly traded Bond issue.
 - f) The City should consider the purchase of private bond insurance at the time of issuance, if it is financially beneficial to the transaction.
 - g) General Obligation debt shall only be used to finance capital expenditures.
 - h) The City shall monitor existing bond issues for refunding opportunities.
 - i) The City shall seek to maintain the highest bond rating practical to ensure that borrowing costs are minimized and access to credit is preserved.
 - j) The City shall not issue General Obligation debt with a maturity of more than 12 months without a referendum.
 - k) Other than General Obligation debt, the City shall not issue debt without enacting an authorizing resolution after conducting a duly noticed public hearing.



Debt Issuance Policy – Issuance Criteria

Short-Term Debt	Medium and Long Term Debt
<ul style="list-style-type: none"> • Short-term debt can be used to diversify a debt portfolio, reduce interest costs, provide interim funding for capital projects, and improve the match of assets to liabilities. • The City may issue commercial paper, other forms of variable rate debt and synthetic variable rate debt from time to time, but its use will generally be restricted to providing interim financing for capital projects. • The amount of unhedged variable rate debt will generally not exceed 20 percent of all outstanding debt. 	<ul style="list-style-type: none"> • Long term debt may be used to finance essential capital projects and certain equipment where it is cost effective and prudent. • Long term debt, which includes lease financings, will not be used to fund the City's operations. • The useful life of a financed asset or project shall meet or exceed the payout schedule of any debt issued by the City. • The maximum amortization on any debt issue should not exceed 40 years unless there are extenuating circumstances that justify the longer term.



Debt Policy Metrics

Debt Service Coverage Targets and Limits

- For the City to issue new bonds or bonds on a parity basis, the City must demonstrate that revenues are sufficient to cover the existing and new debt service by a comfortable coverage ratio:

A. Limits for direct and non-self-supporting debt

- Less than four (4) percent of taxable valuation → = \$2,181,827,080*

B. Target for direct and non-self-supporting debt

- Less than three (3) percent of taxable valuation → = \$1,636,370,310*

C. Debt Service Safety Margin (DSSM)

- DSSM at or above the standard rating agency median

D. Debt Ratio

- Debt Ratio at or above the standard industry median

Depends on Credit;
Varies by Criteria

Debt Refundings

- As a general rule, the present value savings of a particular refunding should exceed:
 - 4% percent of the refunded maturities and \$250,000 for current refundings
 - At least 5% of the refunded maturities and \$250,000 for advance refunding:

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*Based on Total Taxable Value of \$54,545,670,988 for the 2023 Tax Year

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Debt Policy Metrics – Future Flexibility

- As a measure of future flexibility, the City looks at Debt Service as a percentage of General Government Expenditures

- Debt Limit: 20% Maximum
- Goal/Target: 10% - 15%

- The table below shows estimated cumulative impact on this metric with the addition of infrastructure debt issuances, assuming no changes to the FY 2023 budgeted amounts

	Budgeted 9/30/2023 ⁽¹⁾	Future Infrastructure Financings ⁽²⁾	
		Remaining GO Bonds (\$78.1 million in par)	Public Safety & Police HQ (\$45.5 million in par)
Annual Debt Service	\$45,423,320	\$50,560,820	\$53,551,820
Total Governmental Expenditures	\$493,080,006	\$493,080,006	\$493,080,006
Total Governmental Debt Service as a % of Total Governmental Expenditures	9.21%	10.25%	10.86%

(1) Reflects amounts stated in the City's FY 2022 Report to Bondholders

(2) Projected annual debt service starting in FY 2025 based on 5% coupons

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II. FY 2023 Review & FY 2024 Calendar

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2022 Infrastructure Financings

▲ The City issued three series of publicly-offered bonds during the 2022 calendar year, which are summarized below

	Special Assessment Bonds, Series 2022 (Las Olas Isles Undergrounding Project)	General Obligation Bonds, Series 2022A (Parks and Recreation Projects)	General Obligation Refunding Bonds, Series 2022B (Fire-Rescue Facilities)
Sale Method	Negotiated	Competitive	Competitive
Underwriter	J.P. Morgan	Mesirow Financial	Raymond James
Purpose	New Money	New Money	Current Refunding
Par Amount	\$7,900,000	\$53,895,000	\$7,950,000
Pricing Date	February 10, 2022	December 6, 2022	December 6, 2022
Dated/Delivery Date	March 2, 2022	December 21, 2022	December 21, 2022
Call Date	July 1, 2032	July 1, 2032	July 1, 2032
Final Maturity	July 1, 2048	July 1, 2052	July 1, 2035
True Interest Cost (TIC)	3.59%	4.05%	2.82%
All-In TIC	3.72%	4.08%	3.00%
Gross Cash Flow Savings	N/A	N/A	\$920,396
Net PV Savings	N/A	N/A	\$781,125
NPV Savings as % of Refunded Par	N/A	N/A	8.922%

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2023 Infrastructure Financings

- ↓ The City issued two series of publicly-offered bonds during the 2023 calendar year and closed on a WIFA loan with the federal government.

	Water and Sewer Revenue Bonds, Series 2023A (Enabling Works Project)	Water and Sewer Revenue Bonds, Series 2023B (Prospect Lake Water Treatment Plant Project)	WIFA Loan #20156FL (Stormwater Neighborhood Projects)
Sale Method	Negotiated	Negotiated	Negotiated Direct Purchase
Underwriter	Morgan Stanley	Morgan Stanley	U.S. Environmental Protection Agency
Purpose	New Money	Refunding	New Money
Par Amount	\$167,346,000	\$343,820,000	\$119,948,000
Pricing Date	October 4, 2023	October 4, 2023	October 19, 2023
Dated/Delivery Date	October 19, 2023	October 19, 2023	October 19, 2023
Call Date	September 1, 2033	September 1, 2033	Anytime
Final Maturity	September 1, 2053	September 1, 2053	July 1, 2060
True Interest Cost (TIC)	4.80%	4.80%	5.10%*
All-In TIC	4.82%	4.82%	TBD*
Gross Cash Flow Savings	N/A	N/A	N/A
Net PV Savings	N/A	N/A	N/A
NPV Savings as % of Refunded Par	N/A	N/A	N/A

*Reflects initial rate; rate is subject to reset prior to drawing on the WIFA loan

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Future Capital Investment

↓ General Government

- Approximately \$78 million of General Obligation Bond Referendum capacity to fund Parks and Recreation Programs

↓ Utility System

- Water and Sewer System anticipates future needs of approximately \$250 million
 - Anticipated to be issued incrementally over the next 2-4 years
 - Plan of Finance will likely incorporate interim borrowing to reduce the overall financing burden and initial impact to ratepayers
- Stormwater System anticipates future needs of approximately \$200 million
 - Next issuance is expected in Fiscal Year 2028, funding
 - Flagler Village, Harbour Inlet, Sailboat Bend, Tarpon River
 - Plan of Finance will likely incorporate interim borrowing to reduce the overall financing burden and initial impact to ratepayers

- ↓ The City's finance team will continue to seek efficiencies within the plan of finance through State and Federal Grant and Loan programs.

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III. Debt Profile

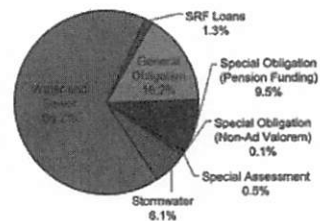
13

Debt Profile Overview

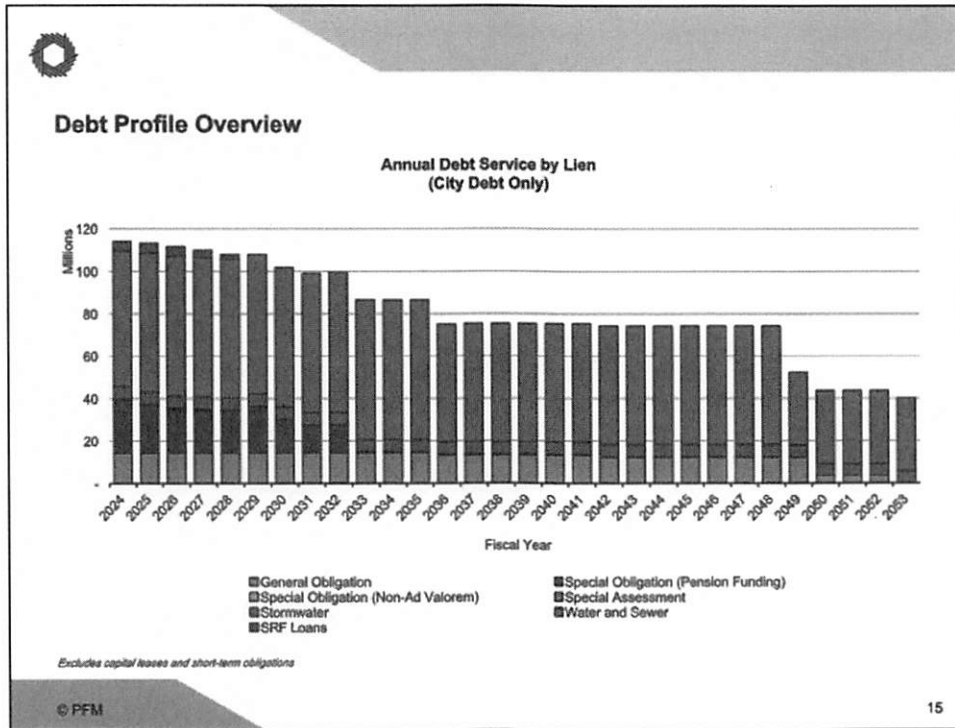
Lien	Par Outstanding As of 10/1/2022	Bond Ratings		
		S&P	Moody's	Fitch
General Obligation	233,890,000	AAA	Aa1	-
Special Obligation (Pension Funding)	136,855,000	AAA	Aa2	-
Special Obligation (Non-Ad Valorem)	1,713,000	-	-	-
Special Assessment	7,735,000	-	-	-
Stormwater	88,485,000	AAA	Aa2	-
Water and Sewer	953,835,000	Aa+	Aa1	-
SRF Loans	18,094,762	-	-	-
Total City Debt Outstanding	1,440,607,762			
Community Redevelopment Agency	15,329,000	-	-	-
Total City + CRA Debt Outstanding	1,455,936,762			

Excludes capital leases and short-term obligations

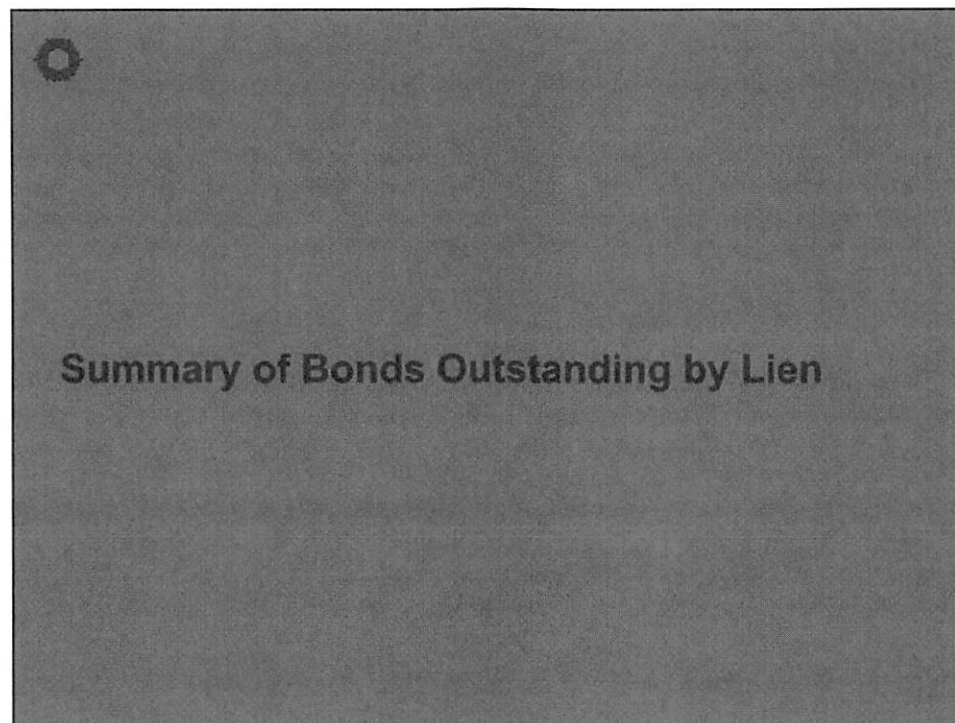
Outstanding Par by Lien
(City Debt Only)



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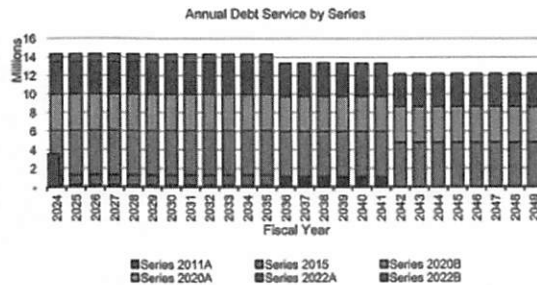


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General Obligation

Debt Summary	
Total Outstanding Debt	
Principal Outstanding	233,890,000
Final Maturity	7/1/2062
Maximum Annual Debt Service	14,324,781
Refunding Breakdown	
Callable Debt	193,400,000
Non-Callable Debt	40,490,000
Bond Ratings	
S&P	Moody's
AAA	Aa1
	Fitch
	-



Series	Issue Type	Tax Status	Purpose	Issue Size	Final Maturity	Outstanding Par As of 10/1/2023	Next Call Date	Refunding Status		
								Forward	Current	Non-Callable
Series 2011A	Bond Offering	Tax-Exempt	New Money	20,000,000	7/1/2041	5,980,000	-	-	5,980,000	-
Series 2015	Bond Offering	Tax-Exempt	Refunding	15,220,000	7/1/2035	10,365,000	7/1/2024	9,680,000	-	716,000
Series 2020A	Bond Offering	Tax-Exempt	New Money	75,755,000	7/1/2049	70,545,000	7/1/2028	58,945,000	-	11,800,000
Series 2020B	Bond Offering	Tax-Exempt	New Money	92,290,000	7/1/2049	84,185,000	7/1/2029	72,555,000	-	13,630,000
Series 2022A	Bond Offering	Tax-Exempt	New Money	53,895,000	7/1/2052	53,455,000	7/1/2032	43,990,000	-	9,465,000
Series 2022B	Bond Offering	Tax-Exempt	Refunding	7,950,000	7/1/2035	7,330,000	7/1/2032	2,250,000	-	5,080,000
Total				255,110,000		233,890,000		187,420,000	5,980,000	40,490,000

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General Obligation Bond Capacity

- General Obligation (GO) Bonds are issued pursuant to a voter-approved referendum that authorizes the levy of property taxes to cover debt service
- The City has 3 GO programs, with about \$78 million of remaining capacity for Parks & Recreation and Police & Public Safety projects.

	Fire-Rescue Facilities	Parks and Recreation Projects	Police and Public Safety Projects
Referendum Date:	11/2/2004	11/2/2004	3/12/2019
Amount Authorized:	\$40,000,000	\$200,000,000	\$100,000,000
New Money Bonds Issued:			
Series 2005	20,000,000		
Series 2011A	20,000,000		
Series 2020A		75,755,000	
Series 2020B			92,290,000
Series 2022A		53,895,000	
Remaining New Money Capacity	\$0	\$70,350,000	\$7,710,000

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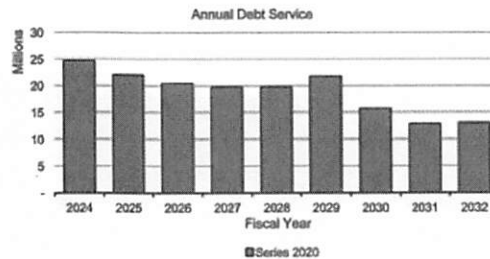
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Special Obligation (Pension Funding)

Debt Summary	
Total Outstanding Debt	
Principal Outstanding	136,855,000
Final Maturity	1/1/2032
Maximum Annual Debt Service	24,608,618
Refunding Breakdown	
Callable Debt	25,360,000
Non-Callable Debt	111,495,000
Bond Ratings	
S&P	Moody's
AAA	Aa2
	Fitch
	-



Series	Issue Type	Tax Status	Purpose	Issue Size	Final Maturity	Outstanding Par As of 3/1/2023	Next Call Date	Refunding Status		
Series 2020	Bond Offering	Taxable	Refunding	167,185,000	1/1/2032	136,855,000	1/1/2030	Forward	Current	Non-Callable
								25,360,000	-	111,495,000
Total				167,185,000		136,855,000		25,360,000	-	111,495,000

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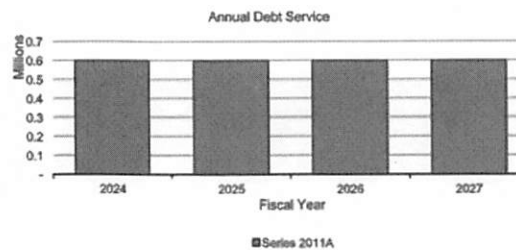
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Special Obligation (Non-Ad Valorem)

Debt Summary	
Total Outstanding Debt	
Principal Outstanding	1,713,000
Final Maturity	11/1/2028
Maximum Annual Debt Service	507,064
Refunding Breakdown	
Callable Debt	1,713,000
Non-Callable Debt	-
Bond Ratings	
S&P	Moody's
-	-
	Fitch
	-



Series	Issue Type	Tax Status	Purpose	Issue Size	Final Maturity	Outstanding Par As of 10/1/2023	Next Call Date	Refunding Status		
Series 2011A	Bank Loan	Tax-Exempt	New Money	7,218,000	11/1/2028	1,713,000	-	Forward	Current	Non-Callable
								-	1,713,000	-
Total				7,218,000		1,713,000		-	1,713,000	-

1. City also has a \$45.5 million line of credit available with Regions to fund , of which only \$100,000 has been drawn to date.

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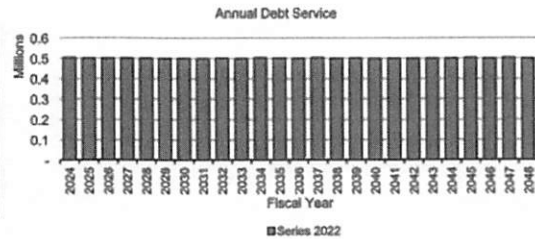
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Special Assessment

Debt Summary	
Total Outstanding Debt	
Principal Outstanding	7,735,000
Final Maturity	7/1/2048
Maximum Annual Debt Service	503,400
Refunding Breakdown	
Callable Debt	5,835,000
Non-Callable Debt	1,900,000
Bond Ratings	
S&P	Moody's
-	-



Series	Issue Type	Tax Status	Purpose	Issue Size	Final Maturity	Outstanding Par	Next Call Date	Refunding Status		
						As of 10/1/2022		Forward	Current	Non-Callable
Series 2022	Bond Offering	Tax-Exempt	New Money	7,900,000	7/1/2048	7,735,000	7/1/2032	5,835,000	-	1,900,000
Total				7,900,000		7,735,000		5,835,000	-	1,900,000

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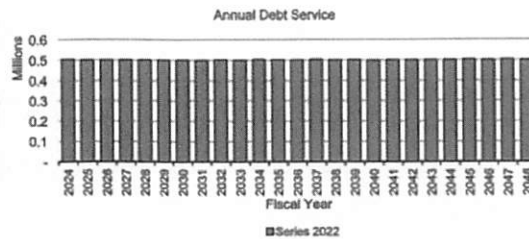
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Stormwater

Debt Summary	
Total Outstanding Debt	
Principal Outstanding	88,485,000
Final Maturity	7/1/2063
Maximum Annual Debt Service	5,724,250
Refunding Breakdown	
Callable Debt	73,355,000
Non-Callable Debt	15,130,000
Credit Ratings	
S&P	Moody's
AAA	Aa2



Series	Issue Type	Tax Status	Purpose	Issue Size	Final Maturity	Outstanding Par	Next Call Date	Refunding Status		
						As of 10/1/2022		Forward	Current	Non-Callable
Series 2022A	Bond Offering	Tax-Exempt	New Money	88,485,000	7/1/2063	88,485,000	7/1/2032	73,355,000	-	15,130,000
Series 2023B	WIFA Loan	Other	New Money	110,994,028	7/1/2060	-	Anytime	-	-	-
Total				200,479,028		88,485,000		73,355,000	-	15,130,000

↓ The City has not yet drawn on the WIFA Loan

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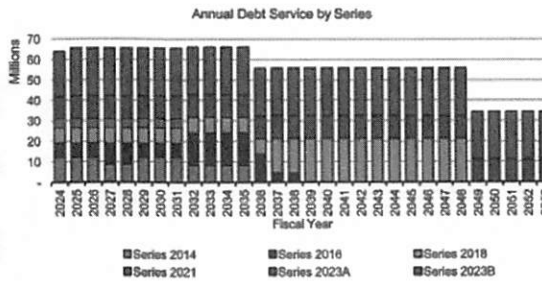
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Water and Sewer

Debt Summary	
Total Outstanding Debt	
Principal Outstanding	953,835,000
Final Maturity	9/1/2053
Maximum Annual Debt Service	66,067,675
Refunding Breakdown	
Callable Debt	845,555,000
Non-Callable Debt	108,280,000
Revenues & Coverage	
Estimated FY 2023 Net Revenues	90,950,221
Coverage Requirement	1.25x
MADS Coverage	1.38x
Bond Ratings	
S&P	Moody's
AA+	Aa1
	Fitch
	-



Series	Issue Type	Tax Status	Purpose	Issue Size	Final Maturity	Outstanding Par	Next Call Date	Refunding Status		
							As of 10/1/2023	Forward	Current	Non-Callable
Series 2014	Bond Offering	Tax-Exempt	Refunding	121,520,000	9/1/2035	98,295,000	9/1/2024	90,410,000	-	7,885,000
Series 2016	Bond Offering	Tax-Exempt	Refunding	158,930,000	9/1/2038	114,085,000	9/1/2024	110,590,000	-	3,395,000
Series 2018	Bond Offering	Tax-Exempt	New Money	195,035,000	9/1/2048	195,035,000	9/1/2027	195,035,000	-	-
Series 2021	Bank Loan	Tax-Exempt	Refunding	42,145,000	9/1/2031	34,255,000	Anytime	-	34,255,000	-
Series 2023A	Bond Offering	Tax-Exempt	New Money	167,345,000	9/1/2053	167,345,000	9/1/2033	135,590,000	-	31,755,000
Series 2023B	Bond Offering	Tax-Exempt	New Money	343,820,000	9/1/2053	343,820,000	9/1/2033	278,575,000	-	65,245,000
Total						953,835,000		811,300,000	34,255,000	108,280,000

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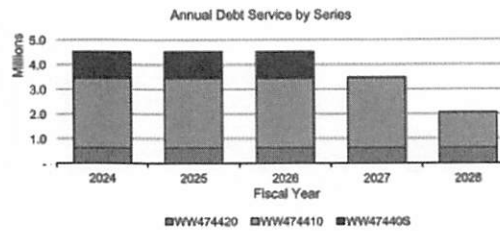
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State Revolving Fund (SRF) Loans

Debt Summary	
Total Outstanding Debt	
Principal Outstanding	18,094,762
Final Maturity	5/15/2028
Maximum Annual Debt Service	4,522,893
Refunding Breakdown	
Callable Debt	18,094,762
Non-Callable Debt	-
Bond Ratings	
S&P	Moody's
-	-
	Fitch
	-



Series	Issue Type	Tax Status	Purpose	Issue Size	Final Maturity	Outstanding Par	Next Call Date	Refunding Status		
							As of 10/1/2023	Forward	Current	Non-Callable
Loan 3 (WW474405)	SRF Loan	Tax-Exempt	New Money	17,304,080	5/15/2026	3,021,183	-	-	3,021,183	-
Loan 4 (WW474410)	SRF Loan	Tax-Exempt	New Money	44,902,893	11/15/2027	12,136,644	-	-	12,136,644	-
Loan 5 (WW474420)	SRF Loan	Tax-Exempt	New Money	10,200,000	5/15/2028	2,936,934	-	-	2,936,934	-
Total						18,094,762	-	-	18,094,762	-

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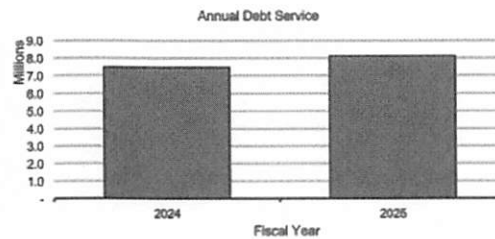
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Community Redevelopment Agency

Debt Summary	
Total Outstanding Debt	
Principal Outstanding	15,329,000
Final Maturity	9/1/2025
Maximum Annual Debt Service	8,114,078
Refunding Breakdown	
Callable Debt	15,329,000
Non-Callable Debt	-
Bond Ratings	
S&P	-
Moody's	-
Fitch	-



Series 2021

Series	Issue Type	Tax Status	Purpose	Issue Size	Final Maturity	Outstanding Par As of 10/1/2023	Next Call Date	Refunding Status		
Series 2021	Bank Loan	Tax-Exempt	Multi-Purpose	20,769,000	9/1/2025	15,329,000	Anytime	Forward	Current	Non-Callable
Total				20,769,000		15,329,000		-	15,329,000	-

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IV. Credit Rating Metrics

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Credit Ratings of the City

↓ The City and its outstanding bonds have Aa1 to Aa2 credit ratings by Moody's and AAA to AA+ by S&P

	Moody's	S&P	Fitch
Investment Grade	Aaa	AAA	AAA
	Aa1	AA+	AA+
	Aa2	AA	AA
	Aa3	AA-	AA-
	A1	A+	A+
	A2	A	A
	A3	A-	A-
	Baa1	BBB+	BBB+
	Baa2	BBB	BBB
Speculative Grade	Baa3	BBB-	BBB-
	Ba1	BB+	BB+
	Ba2	BB	BB
	Ba3	BB-	BB-
	B1	B+	B+
	B2	B	B
	B3	B-	B-

City of Fort Lauderdale, Florida – Bond Ratings			
Lien	Moody's	S&P	Fitch
General Obligation	Aa1	AAA	-
Special Obligation (Pension Funding)	Aa2	AAA	-
Special Obligation (Non-Ad Valorem)	-	-	-
Special Assessment	-	-	-
Stormwater	Aa2	AAA	-
Water and Sewer	Aa1	AA+	-
SRF Loans	-	-	-



General Government

City of Fort Lauderdale, Florida, Moody's Baa1 Rating & Capital Structure											
	Value	Ass	Ass	A	Baa	Ba	B		Weight	Number of Issues	Rating
Operating Income	33.3%	≥100%	100% - 120%	80% - 100%	60% - 100%	50% - 65%	35% - 50%		10%		A
Full Value Per Capita	\$191,787	≥\$180,000	\$180,000 - \$190,000	\$90,000 - \$100,000	\$40,000 - \$45,000	\$25,000 - \$35,000	\$15,000 - \$25,000		10%	2.75	A
Revenues Growth	9.7%		(1%) - 0%	(2.5%) - (1.5%)	(4.5%) - (2.5%)	(7%) - (4.5%)	(10%) - (7%)		10%		Aaa
Available Fund Balance Ratio	65.6%	≥30%	20% - 30%	15% - 20%	5% - 15%	0% - 5%	(3%) - 0%		22%	0.80	Aaa
Liquidity Ratio	166.2%	≥40%	30% - 40%	20% - 30%	12.5% - 20%	5% - 12.5%	0% - 5%		10%		Aaa
Additional Financial Ratios (10%)											
Additional Framework	Ass	Majority of revenue not subject to externally imposed caps and governing body can increase revenue meaningfully via limitation or approval of voters or other government	Majority of revenue subject to externally imposed caps but governing body can increase revenue meaningfully via approval of voters or other governments	Majority of revenue subject to externally imposed caps but governing body can increase revenue meaningfully via approval of voters or other governments	Majority of revenue subject to externally imposed caps and governing body can increase revenue only minimally via approval of voters or other governments	Majority of revenue subject to externally imposed caps and governing body cannot increase revenue via approval of voters or other governments	Majority of revenue subject to externally imposed caps and governing body cannot increase revenue				
	N/A	N/A	OR	OR	OR	OR	OR		10%	3.00	A
		Ability to meaningfully reduce expenditures not constrained by externally imposed mandates or restrictions	Ability to meaningfully reduce expenditures only constrained by externally imposed mandates or restrictions	Ability to meaningfully reduce expenditures moderately constrained by externally imposed mandates or restrictions	Ability to meaningfully reduce expenditures heavily constrained by externally imposed mandates or restrictions	Ability to meaningfully reduce expenditures very heavily constrained by externally imposed mandates or restrictions	Ability to meaningfully reduce expenditures extremely constrained by externally imposed mandates or restrictions				
Average 10Yrs Long-Term Debt to Capital Ratio	34.8%	≥100%	100% - 200%	200% - 300%	350% - 500%	500% - 700%	700% - 900%		20%		A
Fixed-Costs Ratio	16.7%	≤10%	10% - 15%	15% - 20%	20% - 25%	25% - 35%	35% - 45%		10%		A
Additional Information											
Additional Strengths/Limit Weaknesses											
Unfunded State of Operations											
Unfunded Debt Service											
Unfunded Cost (Cost to \$1 on the \$100)											
Potential for Significant Change in Leverage											
Other Considerations											
									Weighted Number Score (A=1, B=2, C=3)	3.00	A



Moody's Financial Ratio Analysis

Analyst Adjusted - Local Governments - Comp Report

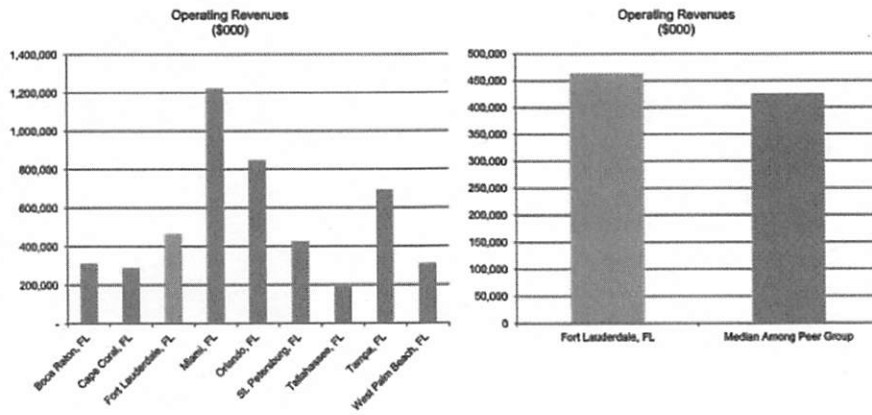
	Financial Data - Financial Statistics & Ratios									
	Long Term Issuer Rating	Operating Revenues (\$000)	Net Cash as % of Operating Revenues	Total Full Value (\$000)	Full Value Per Capita (\$)	Available Fund Balance (\$000)	Top Ten Taxpayers as % of Total	Long-Term Debt as % of Operating Revenues	Current Ratio (Current Assets/ Current Liabilities)	Population (2021)
Boca Raton, FL	Aaa	310,018	122.8	35,155,819	368.714	336,713	8.5	10.6	12.7	95,344
Cape Coral, FL	Aa2	288,307	122.5	26,699,991	130.376	245,316	2.7	63.4	10.8	193,000
Fort Lauderdale, FL	Aa1	463,360	126.0	57,674,547	377.591	388,277	3.8	87.6	12.2	182,224
Miami, FL	Aa2	1,219,799	73.9	98,365,241	200.462	174,994	4.8	39.3	6.6	449,890
Orlando, FL	Aa1	846,698	106.0	62,234,200	208.415	694,866	11.7	41.4	10.7	302,968
St. Petersburg, FL	Aa2	428,589	128.1	40,714,842	167.660	830,403	3.8	20.8	6.9	258,242
Tallahassee, FL	Aa2	193,087	60.1	22,668,609	116.290	316,873	6.1	47.2	6.3	195,038
Tampa, FL	Aa1	692,332	103.3	66,833,633	175.699	630,209	N/A	82.2	4.4	360,477
West Palm Beach, FL	Aa2	304,971	108.4	22,092,125	190.682	228,901	7.1	92.8	9.1	111,887
Avg. Median Among Peer Group	Aa2	425,569	108.9	40,714,842	190.682	336,713	5.5	47.2	9.1	195,038

Source: Moody's MFRA Data as of fiscal year ending 9/30/2022



General Credit Profile – Key Metrics

Total Operating Revenues (\$000s)



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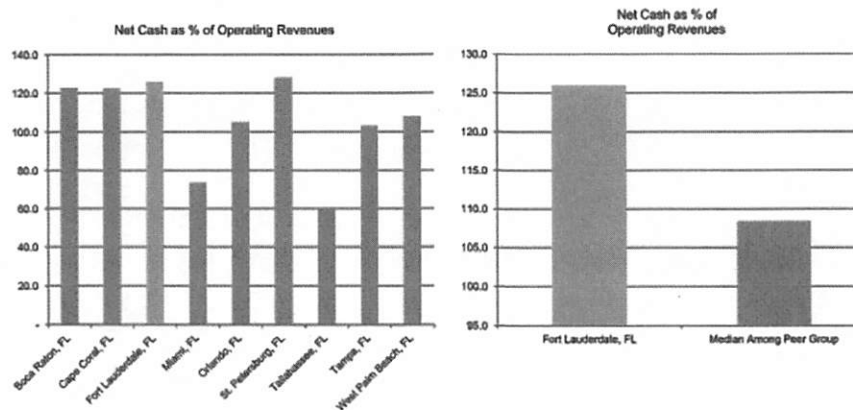
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General Credit Profile – Key Metrics

Net Cash as % of Operating Revenues

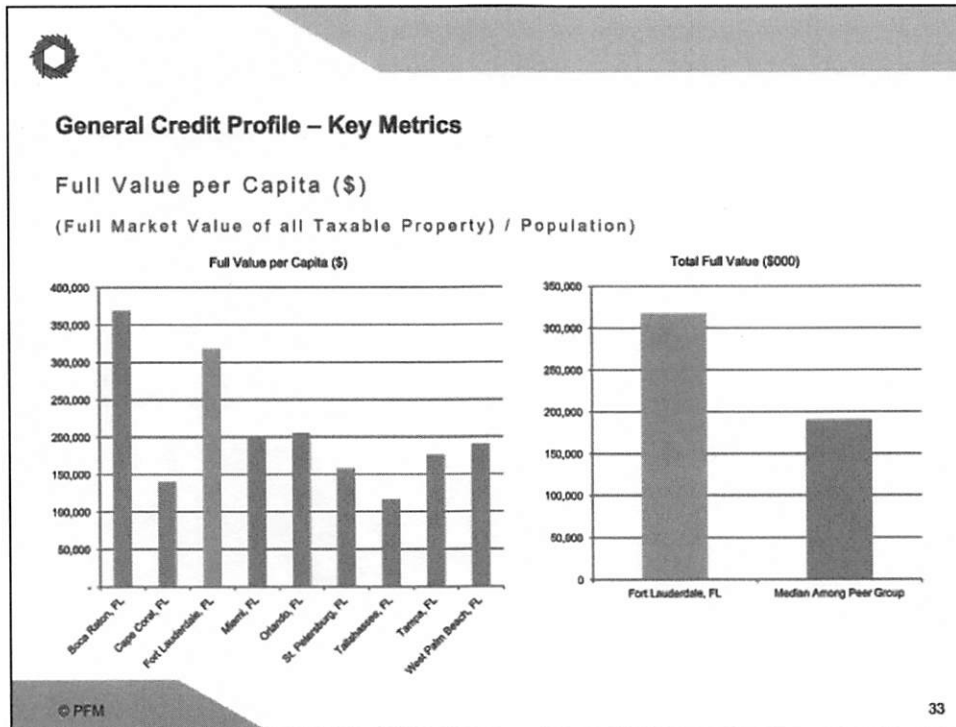
$$\left[\frac{\text{Cash \& Investments} - \text{Notes \& Operating Loans}}{\text{Operating Revenues}} \right]$$



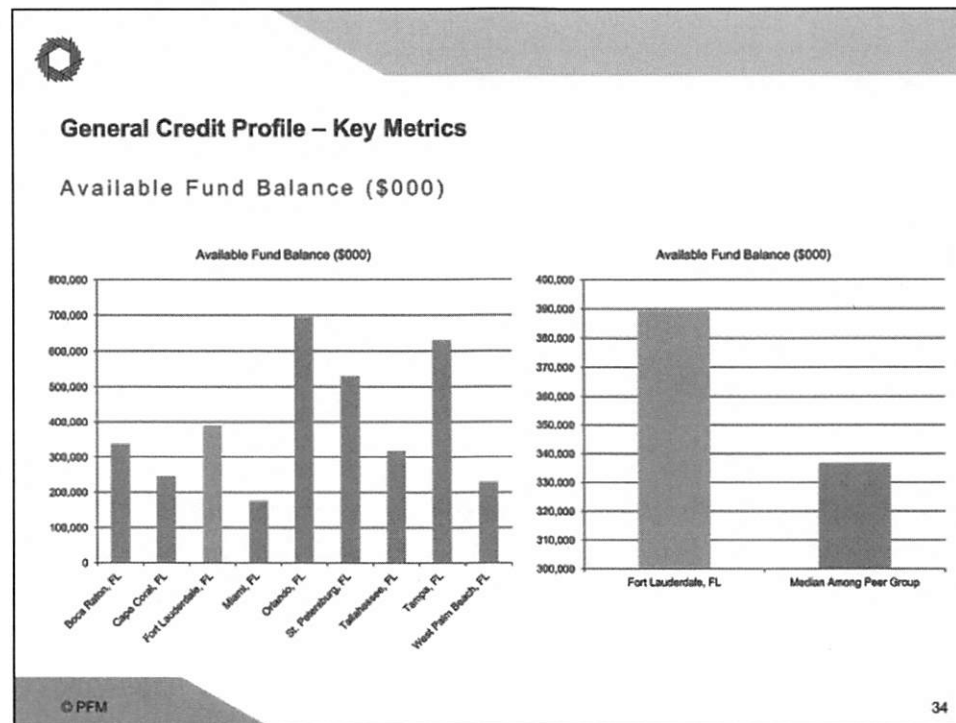
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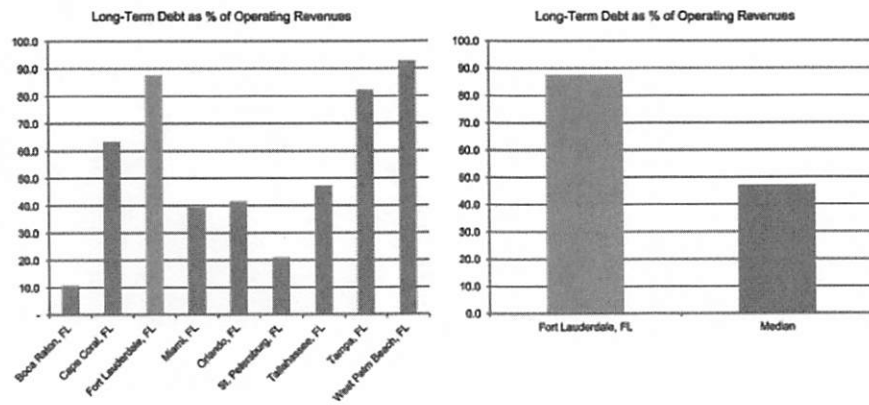
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General Credit Profile – Key Metrics

Long-Term Debt as % of Operating Revenue

(Long-Term Debt, including Current Portion / Operating Revenues)



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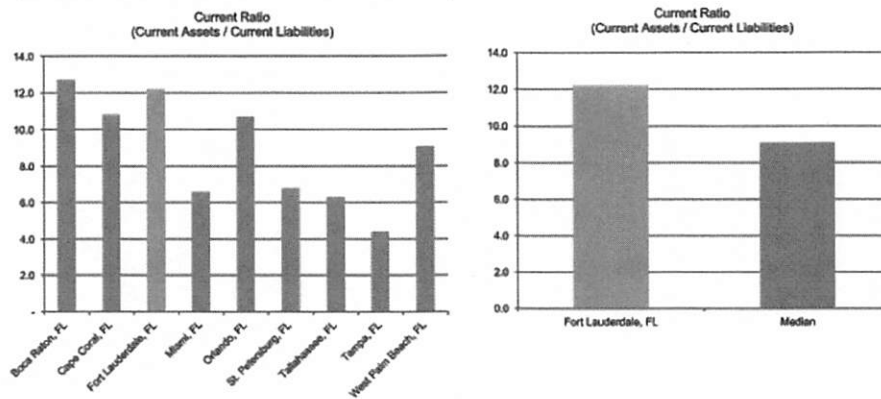
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General Credit Profile – Key Metrics

Current Ratio (%)

(Total Current Assets / Current Liabilities)



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Utility System Water & Sewer and Stormwater

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Water & Sewer / Stormwater Rates – Comparison to Other Communities

Water & Sewer – Monthly Residential Bill Comparison
(Average Residential Service Use – 5,000 Gallons)

Location	Water Total	Sewer Total	Total Bill
Corte	\$ 45.57	\$ 78.32	\$ 123.89
Wilton Manors	\$ 58.92	\$ 57.20	\$ 116.12
Oakland Park	\$ 45.05	\$ 53.12	\$ 98.17
Dania Beach	\$ 35.00	\$ 58.52	\$ 93.52
Fort Lauderdale (FY 2024)	\$ 37.34	\$ 58.33	\$ 95.67
Surfside	\$ 41.32	\$ 59.48	\$ 100.80
Parkland	\$ 48.19	\$ 37.08	\$ 85.26
Miramar	\$ 37.00	\$ 47.74	\$ 84.74
Hallandale Beach	\$ 38.72	\$ 45.20	\$ 83.92
Cooper City	\$ 32.78	\$ 48.75	\$ 81.53
Fort Lauderdale	\$ 36.47	\$ 44.68	\$ 81.15
Average	\$ 36.08	\$ 44.68	\$ 80.76
North Lauderdale	\$ 32.30	\$ 47.25	\$ 79.55
North Springs Improvement District	\$ 36.08	\$ 38.11	\$ 74.19
Coccolt Creek	\$ 41.90	\$ 32.84	\$ 74.74
Broward County	\$ 27.60	\$ 46.45	\$ 74.05
Plantation	\$ 24.70	\$ 47.37	\$ 72.07
Hollywood	\$ 51.68	\$ 19.19	\$ 70.87
Pembroke Pines	\$ 32.79	\$ 37.95	\$ 70.74
Pompano Beach	\$ 31.98	\$ 36.42	\$ 68.40
Royal Waterworks	\$ 28.88	\$ 39.06	\$ 67.94
Lauderhill	\$ 23.91	\$ 41.65	\$ 65.56
Tamarac	\$ 21.80	\$ 42.75	\$ 64.55
Margate	\$ 31.34	\$ 31.94	\$ 63.28
Coral Springs Improvement District	\$ 30.49	\$ 30.40	\$ 60.89

Source: Statistic - Stormwater Financial Feasibility Report dated March 31, 2023

Comparison of Stormwater Charges for Select Florida Governmental Entities
(Annual Bill for a Single Family Residential Customer)
For the Fiscal Year Ending September 30, 2023

Miami Beach	\$307.20
Key Biscayne	\$304.20
Fort Lauderdale	\$258.26
Coral Gables	\$246.48
Marathon	\$240.00
Wellington	\$230.04
Naples	\$190.48
West Palm Beach	\$183.24
St. Petersburg	\$174.96
Tampa	\$171.55
Clearwater	\$133.45
Tomboroc	\$142.27
Sumter	\$113.14
Hollywood	\$109.44
Wilton Manors	\$91.35

Statistic - Water and Sewer Revenue Bonds Feasibility Report dated September 26, 2023

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Moody's Scorecard: Water & Sewer

Moody's Utility Revenue Scorecard Metrics: Water & Sewer

	Metric	Implied Rating	% of Score
System Characteristics (30%)			
Asset Condition	25 years	A	10%
Service Area Wealth	01.97%	Aa	12.5%
System Size	\$83,970,330	Aaa	7.5%
Financial Strength (40%)			
Annual Debt Service Coverage	2.20x	Aaa	15%
Days Cash on Hand	494 days	Aaa	15%
Debt to Operating Revenue	2.84x	Aa	10%
Management (20%)			
Rate Management	Aaa	Aaa	10.0%
Regulatory Compliance and Capital Planning	Aa	Aa	10.0%
Legal Provisions (10%)			
Rate Covenant	1.25x	Aa	5.0%
Debt Service Reserve Requirement	No DSRF	Baa	5.0%
Moody's Assigned Rating >>			
Aa1			

Key Ratios:

- ↓ Asset Condition: net fixed assets divided by depreciation expense, expressed in years
- ↓ Days Cash on Hand: unrestricted cash and liquid investments multiplied by 365 and divided by operating and maintenance expenses (net of depreciation), expressed in days
- ↓ Debt to Operating Revenue: net long-term debt less debt service reserve funds divided by annual operating revenue

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Moody's Scorecard: Water & Sewer – Sub-Factors

System Characteristics						
	Aaa	Aa	A	Baa	Ba	B and Below
Asset Condition	> 75 years	75 years ≥ n > 25 years	25 years ≥ n > 12 years	12 years ≥ n > 9 years	9 years ≥ n > 6 years	≤ 6 years
Service Area Wealth	> 150% of US median	150% to 90% of US median	90% to 75% of US median	75% to 50% of US median	50% to 40% of US median	≤ 40% of US median
System Size	> \$65.0M	\$65.0M ≥ n > \$30.0M	\$30.0M ≥ n > \$10.0M	\$10.0M ≥ n > \$3.0M	\$3.0M ≥ n > \$1.0M	≤ \$1.0M

Financial Strength						
	Aaa	Aa	A	Baa	Ba	B and Below
Annual Debt Service Coverage	> 2.0x	2.0x ≥ n > 1.7x	1.7x ≥ n > 1.25x	1.25x ≥ n > 1.0x	1.0x ≥ n > 0.7x	≤ 0.7x
Days Cash on Hand	> 250 days	250 days ≥ n > 150 days	150 days ≥ n > 35 days	35 days ≥ n > 15 days	15 days ≥ n > 7 days	≤ 7 days
Debt to Operating Revenue	< 2.0x	2.0x ≤ n < 4.0x	4.0x ≤ n < 7.0x	7.0x ≤ n < 8.0x	8.0x ≤ n < 9.0x	≥ 9.0x

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Moody's Scorecard: Water & Sewer – Sub-Factors

	Management						Weight
	Aaa	Aa	A	Baa	Ba	B and Below	
Rate Management	Excellent-no material political, practical, or regulatory limits on rate increases	Strong-little political, practical, or regulatory limits on rate increases	Average-some political, practical, or regulatory limits on rate increases	Adequate-political, practical, or regulatory impediments place material limits on rate increases	Below average-political, practical, or regulatory impediments place substantial limits on rate increases	Insufficient-political, practical, or regulatory obstacles prevent implementation of necessary rate increases	10%
Regulatory Compliance and Capital Planning	Fully compliant / proactively addressing compliance issues; Sophisticated / manageable 10+ year period Capital Improvement Plan	Actively addressing minor compliance issues; Comprehensive / manageable 10-year Capital Improvement Plan	Moderate violations with adopted plan to address issues; Manageable 5-year Capital Improvement Plan	Significant compliance violations with limited solutions adopted; Single year Capital Improvement Plan	Not fully addressing compliance issues; Limited or weak capital planning	Not addressing compliance issues; No capital planning	10%

	Legal Provisions						Weight
	Aaa	Aa	A	Baa	Ba	B and Below	
Rate Covenant	> 1.30x	1.30x ≥ n > 1.20x	1.20x ≥ n > 1.10x	1.10x ≥ n > 1.00x	≤ 1.00x	≤ 1.00x	5%
Debt Service Reserve Requirement	DSRF funded at MADS	DSRF funded at lesser of standard 3-prong test	DSRF funded at less than 3-prong test OR springing DSRF	NO explicit DSRF; OR funded with speculative grade surety	NO explicit DSRF; OR funded with speculative grade surety	NO explicit DSRF; OR funded with speculative grade surety	5%

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Water & Sewer Metrics – Comparison to U.S. Medians

Selected Indicators	U.S. Medians - Combined Water & Sewer Utilities	City of Fort Lauderdale Water & Sewer System	
	2021	2021	2022
Moody's Median Senior Revenue Rating	Aa3	Aa1	Aa1
Median Family Income (% of US Median)	92%	N/A	92%
Asset Condition: (Remaining Useful Life)	26 years	N/A	25 years
Debt to Operating Revenue	2.1x	3.1x	2.8x
Annual Debt Service Coverage	2.4x	2.1x	2.2x
Days Cash on Hand	486 days	381 days	494 days
System Size: (O&M, \$000)	20,100	87,564	83,970
Net Revenue (\$000)	15,129	73,071	77,967
Net Funded Debt (\$000)	56,805	490,161	476,967

Source: Moody's Investor Service

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Ph 561-845-0665

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West Palm Beach, FL 33411

Supplier Code 00016698

Bid Notes **Kimley-Horn sincerely appreciates the opportunity to present our qualifications for Solicitation 12740-636, Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation**

Item #	Line Item Notes	Unit Price	Qty/Unit	Attch.	Docs
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12740-636-01-01	12740-636 Supplier Product Code: Supplier Notes: Kimley-Horn sincerely appreciates the opportunity to present our qualifications for Solicitation 12740-636, Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation	First Offer -	1 / each	Y	Y
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Supplier Total **\$0.00**

Kimley-Horn and Associates, Inc.

Item: **12740-636**

Attachments

KimleyHorn-Submittal-Solicitation-12740-636-FXE-Runway-9-27.pdf

City of Fort Lauderdale

**Solicitation 12740-636;
Consultant Services for FXE Airport
Runway 9-27 Pavement Rehabilitation**

Kimley»Horn

Expect More. Experience Better.

AVAA26014.2022

8/29/2023

Exhibit A - Page 1 of 1



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a. Sample Insurance Certificate	
b. Local Business Preference Certification - N/A, this form is not included	
c. Disadvantaged Business Enterprise Preference Certification - N/A, this form is not included	
d. Non-Collusion Statement	
e. Non-Discrimination Certification Form	
f. E-Verify Affirmation Statement	
g. Contract Payment Method - N/A, this form is not included	
h. Bid/Proposal Certification	

**The Table of Contents is interactive with shortcuts to each Tab. Just click on the Tab to view it.
In addition, this document has bookmark shortcuts also for easy navigation.**

Tab 2 — 4.2.2 Executive Summary

January 20, 2023

Ms. Maureen Lewis, Senior Procurement Specialist
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301

RE: Consultant Services for Fort Lauderdale Executive Airport Runway 9-27 Pavement Rehabilitation; RFQ 12740-636

Dear Ms. Lewis and Members of the Evaluation Committee:

In 2004, during the last major rehabilitation of Runway 9-27 (formerly Runway 8-26), I was asked to join the Kimley-Horn team who was serving the City of Fort Lauderdale as lead consultant. This was one of my first aviation construction projects. Unbeknownst to me, at the time, it would serve as one of the most influential moments in my life, giving me a foundation of knowledge which I would carry with me the rest of my professional career.

During the design phase, I worked on several tasks including assisting with phasing and airfield maintenance of traffic. Later in the construction phase, I was provided the opportunity to join the Kimley-Horn Resident Project Representative team to observe the contractor (Weekley Asphalt Paving). **David Bardt, P.E.**, the Civil Engineer-of-Record and Project Manager, assigned me to the overnight shift between 10 PM and 6 AM. He partnered me with **Denis Richards, P.E.**, an engineer with over 40 years of experience who served as one of the lead designers for the project. Mr. Richards metaphorically provided me with a master class in pavement design and construction. I will never forget his tutelage, the Airport staff's patience, and Mr. Bardt's trust.

Given all of this, it would be the utmost honor to have the opportunity to use the lessons I learned nearly 20 years ago as a young engineer, come full circle as your Project Manager, and lead the 2023 Runway 9-27 Pavement Rehabilitation. While my past experiences are certainly helpful, **Kimley-Horn** and I want to earn your business and submit this qualifications package for your consideration.

Kimley-Horn has a long history of working with the City of Fort Lauderdale and Fort Lauderdale Executive Airport (FXE). We are proud of our more than 20-year partnership serving as your general engineering aviation consultant. Together, we have accomplished many tasks including airfield pavement projects covering the majority of your airport, airfield lighting, security, downtown helistop improvements, and landside development projects—all while meeting the scheduling and budgetary requirements of each project.

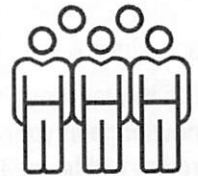
We have gained insight and developed personal relationships with Airport staff through our service to you over many years. We know that Kimley-Horn is uniquely qualified to perform all the requirements of this contract. When considering whom you would select to be your consultant, we would like to emphasize several key features:

Unparalleled Airfield Experience. No other consultant has more knowledge of Fort Lauderdale Executive Airport's infrastructure. During our more than two decades tenure, we have been your trusted partner for a variety of projects including:

- ✦ Runway 8-26 (9-27) Rehabilitation and Realignment of Taxiway Hotel
- ✦ Rehabilitation of Runway 13-31
- ✦ Taxiway Foxtrot (east) Relocation—which connects to Runway 9-27 at TW N, D, F10, and S
- ✦ Taxiway Foxtrot (west) Pavement Rehabilitation
- ✦ Runway 9 Runup Design
- ✦ Airfield Signage Improvements
- ✦ Taxiway Intersection Improvements (Taxiways H, Q, and E)
- ✦ Master Drainage/Conceptual Environmental Resources Permit (ERP)

Kimley»Horn

8201 Peters Road
Suite 2200
Plantation, FL 33324
954.535.5100



Firm Background

Kimley-Horn and Associates, Inc. is an employee-owned, multidisciplinary firm that provides professional planning and design consulting services with more than **6,800** employees in more than **110** offices nationwide.

In Florida, Kimley-Horn has **17** offices with more than **1,200** employees offering a full range of consulting services to local, regional, national, and international clients.



Main and Responsible Office

Kimley-Horn
8201 Peters Road
Suite 2200
Plantation, FL 33324

Firm Demographics are located in Tab 3 — 4.2.3 Firm Qualifications and Experience



Beyond our design and construction experience, no other consultant will be able to offer the level of relationships which we have developed over our long tenure of serving you. In addition to our close relationships with Airport staff, we also maintain close connections with many key stakeholders who are vital to the progression of a well-organized and coordinated project. These relationships include the management and operations staff of all the primary FBOs which operate on the Airport, the FAA tower chief, the Airport's Orlando ADO Program Managers, FDOT Statewide Aviation Office staff, and the District Four FDOT Aviation Coordinator.

Additionally, though not through contract with the City, we have also served as the lead consultant for the last three iterations of the FDOT Statewide Airfield Pavement Management Program. Under this contract, Kimley-Horn has reviewed and determined the condition of FXE's airfield pavements since 2010. This information is one of the primary tools which has been used annually by FXE staff to plan airfield Capital Improvement Projects.

With Kimley-Horn, you get a consultant who will not require a learning curve to solve your challenges. We have firsthand knowledge of your airport's infrastructure and will customize the right design to all of these elements. We ensure that the project will be well organized and coordinated, which will minimize impacts to your users and ultimately return your primary runway back to operation in an expedited manner. This will save time and money during design and construction.

Proven Responsiveness of Staff and Firm. Kimley-Horn's Plantation office, which is located only 20 minutes from the City's offices and 25 minutes from FXE, will serve as the primary office for this contract. As our staff has previously performed, Kimley-Horn is committed to working as your trusted partner, offering you the most effective level of communication to relay project issues, progress, and results that best serve your needs. We have the expertise to respond to the Airport's needs and the ability to draw on additional resources, if needed. Kimley-Horn offers the best of both worlds: the resources of a large, nationally ranked firm and the personal attention of a local, dedicated professional team. Our Project Manager and Plantation office will be supported by several Kimley-Horn experts. Below is a list of officers, principals, supervisory staff, and key individuals and their location who will be directly involved with the services performed under this program.

Team Member	Role	Office Location
Tom O'Donnell, P.E.	Project Manager, Engineering/Planning; Construction Phase Services; Airspace Analysis	Plantation, FL
Carlos Maeda, P.E.	Principal-in-Charge, Grant Support Services	Orlando, FL
Paul Piro, P.E.	Quality Control	Tampa, FL
Kevin Scott, E.I.	Airside Civil Design; Construction Phase Services	Plantation, FL
Hassan Osman	Airside Civil Design	Plantation, FL
Carlos Florian, P.E.	Drainage	Plantation, FL
Stefano Viola, P.E.	Drainage	Plantation, FL
James Howell, P.E.	Pavement Design	Orlando, FL
Paul Reit, P.E.	Pavement Design	Orlando, FL
Tori Bachelor, PWS	Environmental	West Palm Beach, FL
Briana Hazel	Environmental	Lakeland, FL
Andrew Scanlon	GIS Support	Lehi, UT
Pablo Auffant, P.E.	Grant Support Services	Orlando, FL

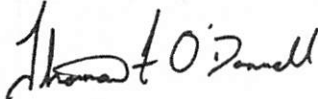
Qualified Subconsultants. Partnering with Kimley-Horn, we have added the services of five subconsultant firms to enhance our project team: **Brown & Phillips, Inc. (MBE)** will provide surveying. **Dickey Consulting Services, Inc.** will deliver DBE Support Services and Grant Support Services. **NV5 Geospatial, Inc.** will perform Airport GIS services. **Quantum Electrical Engineering, Inc. (WBE)** will provide airfield electrical and construction phase services. Rounding out the team is **Tierra South Florida, Inc., dba TSFGeo (MBE)**, who will offer geotechnical services.

With Kimley-Horn, you get a consultant who understands your airfield's operations. This is critical to properly phasing construction during design to minimize operational impacts to your tenants. This will simplify the contractor's activities and result in lower construction costs. We also have an excellent understanding of the City's administrative process as it applies to contracts.

Summary. We offer unmatched client service from our local Plantation office, a legacy of more than two decades of knowledge of your infrastructure, the continuity of a Project Manager who has firsthand knowledge of the breadth of projects Kimley-Horn has performed for FXE, broad experience in airport design (runways, taxiways, aprons), close relationships with City/Airport staff and key stakeholders, construction phase services, planning, exceptional resources, commitment to quality, and knowledge of the Airport's goals. Our detailed local, regional, and national knowledge, coupled with the team's experience and firm resources, make the Kimley-Horn team the best candidate for the FXE Airport Runway 9-27 Pavement Rehabilitation contract. We sincerely appreciate the opportunity to present our qualifications to you and continue our partnership with the Airport and the City of Fort Lauderdale. We look forward to serving as your consultant.

Very Truly Yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Tom O'Donnell, P.E., Project Manager

☎ 561.840.0825

✉ tom.odonnell@kimley-horn.com



David W. Walthall, P.E., Senior Vice President

☎ 561.845.0665

✉ david.walthall@kimley-horn.com

David is an approved contract signer with full authority for Kimley-Horn and is authorized to contract on behalf of the company. Documentation follows on next page.

Upon award, we are confident that we will execute a mutually agreeable contract with the City of Fort Lauderdale, that is consistent with Florida Statutes, including Fla. Stat. 725.08 (Indemnity for Design Professionals).

Why Team with Kimley-Horn?

(Key Elements of the Proposal)

- ★ The continuity of more than 20 years as your general engineering consultant at FXE.
- ★ An experienced, client-oriented Project Manager to serve you—**Tom O'Donnell, P.E.** will be accessible and accountable to you throughout this contract.
- ★ We understand the intricacies of Broward County's storm water permitting process. Should storm water permitting be required, our team includes individuals who have local knowledge of the permitting and review process.
- ★ We have shown you that your budget is important to us. We strive to complete projects on time and on budget.
- ★ We are a small enough firm to provide you with the individual attention you deserve, yet large enough to tackle even the most complex project.
- ★ You will be served by a team of aviation experts who perform these types of projects every day.
- ★ Through our national footprint in the aviation community, we have a track record of providing innovative solutions to the Airport.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2022

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ATLANTIC

BALTIMORE CITY
Falk, Katherine W.
Kraft, Jonathan H.

BALTIMORE COUNTY
Leffner, Nicholas J.
Hutton, Heather

BOSTON
Keegan, Katherine A.

HARRISBURG
Bankert, Larry I.
McGinley, Steve M.

NEWPORT NEWS
Collins, Carroll E.

NORTHERN VIRGINIA
Byrd, Michael N.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Kauppila, John L.
Koopman, Jennifer R.
Lefton, Steven E.
Martin, Robert J.
Murphy, Erin M.
Musson, David B.
Prunty, Robert W.
Sauro, Thomas J.
Schrader, Carly N.
Stevens, Ross S.
Teague, M. Zach
Whyte, Richard D.

**PHILADELPHIA
CENTER CITY**
Harmon, Amanda R.
Hughes, Paul W.

PITTSBURGH
Beaves, Adele M.

PRINCETON
Diggan, Tony W.
Gibson, Adam T.

RICHMOND
Chance, Maxwell P.
Heustess, Aaron M.
Hill, Corey
Lickliter, Ashley C.

Tercilla, Lindsey A.
Waltham, David W.

MID-WEST

**CHICAGO
DOWNTOWN**
Dvorak, Jr., William E.
Lemmon, Peter C.
Mamell, Colleen L.
Morton, Jr., Arthur J.

**CHICAGO NORTH
SUBURBS**
Cooper, Jason C.
Tracy, Eric J.
West, Craig L.

**CHICAGO WEST
SUBURBS**
Fancier-Splitt, Rory K.
Heinen, Andrew N.
Kaufman, Phil R.
Walker, Michaela E.
Walker, William A.

COLUMBUS
Muller, Justin M.
Schall, Andrew J.

INDIANAPOLIS
Butz, Jr., William A.
Sheward, Bryan A.

KANSAS CITY
Kist, Matthew D.

NORTHEAST OHIO
Clements, Kevin J.

TWIN CITIES
Bishop, Mark C.
Coyle, Daniel J.
Elegert, Brandon R.
Hume, Robert M.
Leverett, Christopher C.
Matzek, William D.
Schmitz, William J.
Bourdon, Brandon J.
Fosmo, Eric J.
Jensen, Matthew D.
Wall, Lisa M.

TWIN CITIES- WEST
Kuhnau, JoNette L.
Wurdeman, Brian M.

MOUNTAIN

ASPEN
Christensen, Bryce E.

BOISE
McDougald, Brandon D.
Nicholson, Tim P.

COLORADO SPRINGS
Gunderson, Eric J.
Heiberger, John R.

DENVER
Andryscik, Kory J.
Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Skeehan, Daniel L.
Sobieski, Dennis
Turner, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

EVERETT
Reever, Canaan H.

LAS VEGAS
Ackeret, Kenneth W.
Ahartz, Shannon R.
Colety, Michael D.
Jones, Christopher R.
Moles, Richard A.
Wolf, Treasea

MESA
Burm, Jason M.
Grandy, Michael L.
Margetts, Sterling T.
Mutti, Brent H.
Walnum, Nathan C.

PHOENIX
Connelly, Alissa J.
Ehrick, Taylor R.
Henderson, Benjamin J.
Hermann, Michael J.
Jupp, Andrew M.
Kimm, Kevin J.
Kissinger, John C.
Leistikow, David J.
Marella, Damon J.
Perillo, Adam C.
Sjogren, Timothy P.
Smalkoski, Brian R.

PORTLAND
Belsick, Jody W.

RENO
Hildebrandt, Timothy H.
Nasset, Brent J.

SALT LAKE CITY
Crowther, Brent C.
Gresham, Teresa R.
Johnson, Zachary A.
O'Brien, Molly M.

SEATTLE
Danielson, Paul B.
Williams, David S.

TUCSON
Payne, Kevin W.
Rhine, Timothy J.

SOUTH

ALPHARETTA
Fannery, Angela L.
Fannery, Lawson H.
Hamilton, James R.
James, Alvin B.
Shearouse, Sarah
Stricklin, David L.
Walker, John D.

ATLANTA
Ergle, Kevin B.
Fink, Kenneth L.
Rushing, Michael L.

ATLANTA MIDTOWN
Bosman, Eric S.
Coleman, Sean H.
Johnston, Sean P.
Ross, Robert A.
Triplett, Katherine R.

BIRMINGHAM
Bailey, Clark B.

MEMPHIS
Danley, Drake E.
Minor, Henry W.
Peregoy, Samuel J.
Peregoy, Jennifer M.

MOBILE
Starling, Charles H.

NASHVILLE
Creasman, Brett R.
Dufour, Zachary J.
Espelet, Leonardo E.
McMaster, Ryan L.
Rhodes, Christopher D.

SAVANNAH
Gwaltney, Jamie N.

**TEXAS
AUSTIN NORTH**
Boecker, Brian C.
Van Leeuwen, Andrew

AUSTIN SOUTH
Hudson, Harrison M.
Mason, Sean R.

**BRYAN/COLLEGE
STATION**
Lucas, Michael D.

DALLAS
Galloway, Steven D.
Gary, Glenn A.
Hall, James R.
Harris, Mark E.
Hoppers, Kevin P.
Nathan, Aaron W.
Sulkowski, Nicholas E.
Williamson, Sarah T.

FORT WORTH
Arnold, Douglas M.
Arnold, Scott R.
Atkins, John R.
Hill, Bradley J.
James, Jeffery
Webb, Floyd C.

FRISCO
Brignon, Brit A.
Coppin, Thomas G.
McCracken, Paul D.
Dickey, Kyle A.

HOUSTON
Frysinger, Chris V.
Guillory, Michael B.
Rader, Aaron K.
Schmidt, Scott C.

LAS COLINAS
Ante, Louis N.

MCKINNEY
Morales, Hugo

SAN ANTONIO
Farnsworth, Jeffrey A.
Holscher, Nicholas F.

THE WOODLANDS
Freeman, Jr., Steven C.

Tab 3 — 4.2.3 Firm Qualifications and Experience

Selecting the right team for the Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation project is of the highest importance to the City of Fort Lauderdale. By selecting the Kimley-Horn team, the City has a consultant who can navigate and lead all of the tasks and responsibilities involved with this important project. The Kimley-Horn team will provide the needed support services—from aviation design and engineering planning to construction and grant support services—for your FXE pavement rehabilitation project.



Uniquely Qualified Project Manager. Tom O'Donnell, P.E., will serve as the Project Manager and primary point of contact with FXE staff for this contract. He has more than 23 years of experience in airport engineering, which consists of all facets of airport development, including an extensive knowledge of airfield pavement design, phasing, and construction phase services.

Tom has been serving FXE since 2004 when he served as a junior engineer on Kimley-Horn's design and construction phase services teams for Runway 9-27 (formerly known as 8-26) rehabilitation project. Tom gained an amazing amount of aviation design knowledge on this very same runway. This is the project that helped him lay the foundation for the future of his career and launch his proven track record of success at FXE. Over the next 18 years, Tom worked his way up the Kimley-Horn team to first serve as lead design engineer and then later Project Manager for FXE. He is supported by a strong team of professionals who have direct experience at FXE including **Carlos Maeda, P.E., Paul Piro, P.E., Kevin Scott, E.I., Carlos Florian, P.E., and Stefano Viola, P.E.** In addition to Tom's experience serving FXE on the rehabilitation of both Runway 9-27 and 13-31, Tom has also led or served in a high capacity on the maintenance of runways at 10 other airports including FLL and TPA.

Firm History

Founded in 1967, Kimley-Horn is a full service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. Over the years, we have grown from a small group of engineers and planners to one of the most respected consulting firms in the nation—and a recognized leader in public realm design. Today, Kimley-Horn has more than 6,800 employees in more than 110 offices across the United States, offering a full range of consulting services to local, regional, national, and international clients.

Kimley-Horn has been providing aviation planning and engineering services to Florida's airports since the early 1970s. Our local airport practice has expanded beyond Florida, throughout the United States, and worldwide. Our experience with locally, state, and federally funded projects has included airport planning, engineering design, construction administration, site selection, pavement management/maintenance services, environmental assessment, grant administration, curbside traffic simulation, terminal planning and passenger flow simulation, revenue control systems for parking, GIS services, and Part 150 noise studies. We have designed runway extensions, taxiways, aircraft parking aprons, access and other roadways, vehicle parking lots, lighting, NAVAIDs, signage, landscaping, utilities, comprehensive stormwater management system, environmental mitigation areas, and other airside and landside facilities.

We pride ourselves in our ability to tailor comprehensive airside and landside services to our clients' needs. We have helped airport owners obtain grants from various state departments of transportation and from the Federal Aviation Administration (FAA) to finance airport improvement projects. We are familiar with the procedures and requirements of the state, the FAA, and other review and permitting agencies whose approvals are required for construction of airport projects.

Kimley-Horn takes great pride in our unique approach to providing professional services based on our commitment to serve our clients with responsive, proactive consulting professionals. Our hands-on and collaborative approach to consulting enables our team to deliver the high level of personal service you expect. We will work with your staff to clearly establish goals then draw upon our experience to formulate innovative and cost-effective approaches—this is the Kimley-Horn difference. **With Kimley-Horn you can expect more, experience better.**

Kimley»Horn

Kimley-Horn and Associates, Inc.

was incorporated on February 10, 1967 in the State of North Carolina



Corporate HQ

421 Fayetteville Street, Suite 600,
Raleigh, NC 27601

Kimley-Horn and Associates, Inc. is a corporation authorized to transact business in the State of Florida, qualified on April 24, 1968, Corporate Charter No. #821359

Point of Contact/Project Manager Tom O'Donnell, P.E.

☎ 561.840.0825

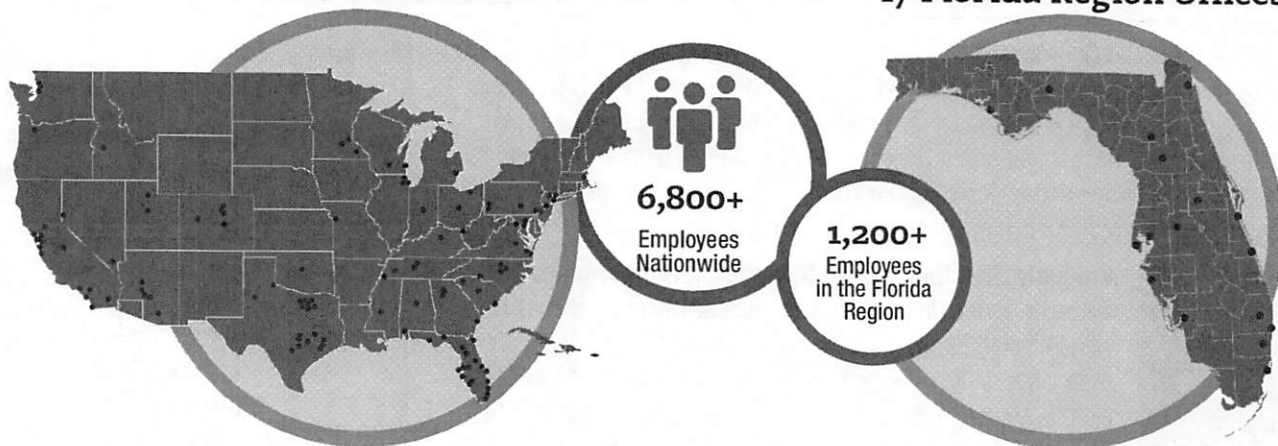
✉ tom.odonnell@kimley-horn.com
kimley-horn.com

Minimum Qualifications

Kimley-Horn meets the minimum qualifications listed in RFQ #12740-636, Section 2.8 Minimum Qualifications

110 Offices Nationwide

17 Florida Region Offices



Business/Corporate Structure

Kimley-Horn is a privately held corporation, fully owned by individuals who are current employees of the firm. The firm is divided into eight geographic regions—managed by a team of representatives from production, marketing, administration, and practice building. The primary responsibility of the regional teams and management committee is to provide support to our Project Managers, who are responsible for every facet of a project from beginning to end, including contracting, planning, scheduling, quality control, and client contact and service.

Kimley-Horn is unique in that it is one of the few companies structured to operate as a single business center. This core value allows all of our branch offices to work together as a team and avoids internal competition.

Kimley-Horn and Associates, Inc. was incorporated on February 10, 1967, in North Carolina. The corporate headquarters is located at located at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601.

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc. which is wholly owned by APHC, Inc. APHC, Inc. is owned by more than 800 individuals that are Kimley-Horn employees, none of whom hold more than 2% share.

Overall Experience and Qualifications

Kimley-Horn takes pride in its ability to tailor comprehensive consulting services for airports of any size or complexity. Our aviation professionals have diverse backgrounds in the programming, planning, design, construction, funding, operations, safety, logistics, and administration from public airport projects across the country. Our experience allows our team to meet any technical challenge an airport may encounter. The depth and breadth of our resources permits us to assign highly experienced staff to projects; bring the right expertise to bear as needed; and allows us the flexibility to accelerate and compress schedules as needed.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

HOME CONTACTS MY ACCOUNT 10/27/2022 10:17 AM EDT

ONLINE SERVICES

- Apply for a License
- Verify a License
- View a License & Expiration Information
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlimited Activity Search
- ASAT Delinquent Income & Activity List Search

LICENSEE DETAILS

Licensee Information

Name: KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name)

State Address: 421 FAYETTEVILLE STREET SUITE 600 RALEIGH, NORTH CAROLINA 27601

County: OUT OF STATE

License Information

License Type: Registry

License Number: 35906

Status: Current

License Date: 05/15/2021

Expires:

State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report uniform business report was filed on February 10, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of February, 2022

Randy J. Pelt
Secretary of State

Tracking Number: 77024699AC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://www.sos.fl.us/Forms/CertificateOfOffice/CertificateAuthentication>

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1805 - 954-831-4000
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: KIMLEY-HORN & ASSOCIATES, INC. Receipt # 177-11402
Business Name: KIMLEY-HORN & ASSOCIATES, INC. (State/County/Certifying) Business Type: 00000000000000000000
Business Location: 421 FAYETTEVILLE STREET SUITE 600 RALEIGH, NORTH CAROLINA 27601
Business Phone: 954-535-5100

Number of Businesses	For Existing Business Only	Handling Type
41.00	0.00	0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS IS A RECEIPT FOR THE PRIVILEGE OF DOING BUSINESS WITH BROWARD COUNTY AND IS NOT A RECEIPT FOR THE PAYMENT OF TAXES. YOU MUST HAVE A CURRENTLY VALID BUSINESS TAX RECEIPT TO BE ELIGIBLE FOR THE PRIVILEGE OF DOING BUSINESS WITH BROWARD COUNTY. THIS RECEIPT DOES NOT INDICATE THAT THE BUSINESS IS IN COMPLIANCE WITH STATE OR LOCAL LAWS AND REGULATIONS.

Mailing Address: KIMLEY-HORN & ASSOCIATES, INC. 421 FAYETTEVILLE STREET SUITE 600 RALEIGH, NC 27601 Receipt # 177-11402 Paid 07/13/2022 41.00

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1805 - 954-831-4000
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: KIMLEY-HORN & ASSOCIATES, INC. Receipt # 177-11402
Business Name: KIMLEY-HORN & ASSOCIATES, INC. (State/County/Certifying) Business Type: 00000000000000000000
Business Location: 421 FAYETTEVILLE STREET SUITE 600 RALEIGH, NORTH CAROLINA 27601
Business Phone: 954-535-5100

Number of Businesses	For Existing Business Only	Handling Type
41.00	0.00	0.00

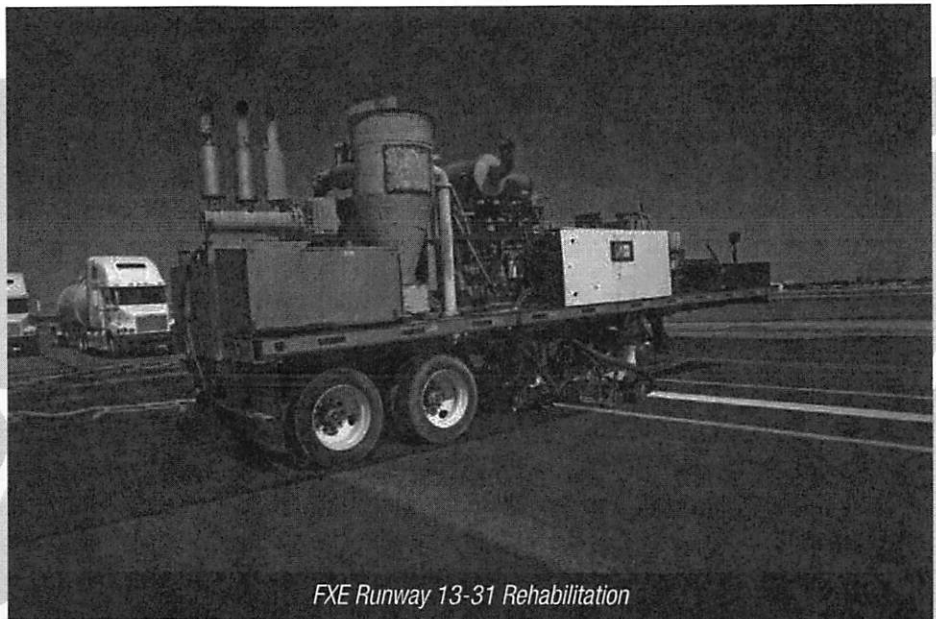
Awaiting updated form

Our philosophy of providing professional services is based on client service and technical expertise. This philosophy is especially applicable for airport consulting projects that encompass a broad variety of disciplines and experience. Kimley-Horn's engineers, planners, scientists, geologists, and landscape architects, provide a full range of aviation services including the following services requested by the City:

Aviation Engineering Design. General aviation, air carrier, and military clients have found in Kimley-Horn the full-service expertise their airfields need. Since the early 1970s, our staff has provided engineering, planning, and environmental services for a large number of federally, state, and locally funded airport projects across the United States. We have designed terminal aprons, taxiways, runways, ingress and egress roadway networks, lighting, special signage, landscaping, utilities, security and a variety of other landside and airside facilities. Our services include designing private air strips, helistops, general aviation airports, and full-service air carrier airports.

We pride ourselves on our ability to provide comprehensive landside and airside services tailored to our clients' specific needs. Our track record includes helping airport owners obtain approvals and/or grants from the Federal Aviation Administration (FAA) and state departments of transportation to approve and finance their airport improvement projects. We are altogether familiar with the procedures and requirements of the FAA and other review and permitting agencies whose approval is required for construction of airport projects. Specific areas of Kimley-Horn's airfield design and construction service expertise include:

- ✱ Runway, taxiway, apron, and terminal design
- ✱ Paving and drainage design
- ✱ Airfield and taxiway lighting
- ✱ Airfield and terminal security
- ✱ Site planning and master planning
- ✱ Airport/heliport licensing
- ✱ Local permitting approvals
- ✱ Infrastructure planning and design, including utility coordination
- ✱ Environmental permitting, assessment, and remediation
- ✱ Water and wastewater systems design
- ✱ Ingress and egress roadway networks
- ✱ NAVAIDS
- ✱ Pavement management systems
- ✱ Landscape architecture
- ✱ GIS mapping
- ✱ Construction phase services



FXE Runway 13-31 Rehabilitation

Construction Phase Services. Our full-service consulting includes comprehensive construction administration services with staff experienced in all types of construction including airfield infrastructure construction. Staffing typically includes the Engineer-of-Record, a Resident Project Representative (RPR), and support staff capable of administering the contract, conformance with FAA Advisory Circulars (and other applicable rules and regulations), and coordinating with stakeholders. Kimley-Horn has strong experience as an extension of your staff in the field, our construction phase personnel led by **Project Manager Tom O'Donnell, P.E.** and supported by **Kevin Scott, E.I.**, can attend preconstruction conferences and regular project meetings, review and recommend approval of pay applications, review and respond to shop drawings submittals, respond



FXE Taxiway Foxtrot Pavement Rehabilitation

to requests for information, enforce the contract documents, review and respond to change order requests, provide DBE support services and confirm requirements and reporting are being met, and all other activities required to make sure that you achieve well-coordinated construction of proposed improvements—on time and under budget. We are supported by subconsultants who are experienced with working at FXE. **Quantum Electrical Engineering, Inc.** will also support construction phase services, **Tierra South Florida, Inc., dba TSFGEO** will provide quality assurance material testing services, and **Dickey Consulting Services, Inc. (DCS)** will provide DBE services.

Construction Cost Estimate. At Kimley-Horn, we understand the critical nature of providing specific attention to accurately quantifying work elements, which in turn translates to more accurate construction cost estimation. Our QA/QC review process includes an in-depth verification of these quantity tabulations confirming accurate quantities that reduces budget risk exposure during construction. Kimley-Horn has repeated success in delivering construction cost estimates that come within 10% of the awarded bid.

Site Plan Access. Determining the contractor's access to the work areas will be discussed and coordinated with Airport staff during construction phases. We want to avoid multiple contractors competing for one haul route. Therefore, the overall program schedule, sequencing, and duration of each construction package will be mapped out in advance to identify potential concerns. Kimley-Horn will provide options and solutions to these concerns and discuss with Airport staff.

Environmental. Florida's natural environment is unique and diverse and environmental regulations are some of the most complex in the nation. Knowing how to successfully navigate the regulatory maze and providing the appropriate level of documentation is critical to successful project implementation. Kimley-Horn has that knowledge through extensive experience working on complex projects throughout Florida. Our approach is to understand our client's business, the regulatory requirements, and build relationships with the regulatory personnel. Our environmental staff, led by **Tori Bacheler, PWS** and **Briana Hazel**, know Florida—our environmental staff also know issues specifically associated with aviation projects and the National Environmental Policy Act (NEPA) process. We know the regional issues, and we interact with federal, state, and local government agencies daily. We stay up-to-date on current environmental regulations and regularly participate in rule making decisions. FXE is a habitat for the protected burrowing owls and gopher tortoise. Kimley-Horn has successfully relocated the owls and gopher tortoise in accordance with state and federal agency guidelines at FXE.



Scheduling. Our Project Manager, **Tom O'Donnell, P.E.**, will work with the Airport to develop a project schedule with a clear understanding of critical path elements. This schedule will also take into consideration the effective schedule previously developed under the 2004 Rehabilitation of Runway 9-27 and the needs and goals of Airport users. Tom will continuously track the various tasks schedules progress closely to keep the projects on track and make sure that there are no schedule surprises. Kimley-Horn has a proven record of performing on time and within budget and the key to our success in this area is managing the right resources at the right time.

Grant Support Services/DBE Support Services. Kimley-Horn has a level and breadth of experience with the FAA that few consultants can provide. In fact, our Principal-in-Charge, **Carlos Maeda, P.E.**, was a former FAA employee and **Pablo Auffant, P.E.**, formerly worked for the U.S. Department of Transportation and FAA as well, both are highly familiar with FAA programs and grants. Our efforts do not stop with the procurement of a grant. With the assistance of our team member **Dickey Consulting Services, Inc.**, the Kimley-Horn team will serve as an extension of staff during the life of the project providing support and documentation services required under the grant assurances.



Stormwater/Drainage. Our experienced group of drainage specialists, led by **Carlos Florian, P.E.** and **Stefano Viola, P.E.**, provide permitting, design, and construction phase services of new and replacement drainage infrastructure, retention areas, structural pipe lining, and Best Management Practices (BMP) implementation. Both Carlos and Stefano have extensive experience at FXE and led the effort to develop the airport's Master Drainage Plan and Conceptual Master Permit. Their relationships with Broward County will help expedite permitting efforts should the Airport Staff decide to implement geometric changes to connecting taxiways and/or implement the improvements recommended under the Master Drainage Plan concurrently with the runway rehabilitation. Running these services concurrently would reduce operational impacts to airport users and reduce the number of runway closures.

Geotechnical/Surveying. Geotechnical and Surveying services will be provided by two MBE firms. **Tierra South Florida, Inc.**, is a full-service consulting geotechnical engineering, construction materials testing and inspections firm with capabilities to provide test borings, engineering analyses and reports, AutoCAD and MicroStation plan sheets, laboratory soils testing, material testing, and construction engineering inspection services. Together since 2000, the firm can provide the complete range of geotechnical engineering services needed for this contract. **Brown & Phillips, Inc.**, founded in 1993, can provide a full range of professional land surveying services. In addition to conventional survey methods, Brown & Phillips, Inc. has in-house capabilities to collect survey information via a scanning method. This could potentially speed up the collection of data during the design phase and require fewer runway closures. Both firms have performed services at Fort Lauderdale Executive Airport.

Firm's Initiatives Towards Sustainable Business Practices that Demonstrate a Commitment to Conservation

At Kimley-Horn, sustainable, and green initiatives are fundamental to our practice. Since 2008, Kimley-Horn has incorporated innovative, and sustainable principles into many of our projects. This green initiative stems from our people's passion and seeks to better serve current and potential clients as both our society and industry demand change. Kimley-Horn has been recognized by Engineering News-Record as one of the nation's "Top Green Design Firms" and 140+ of our professionals across the firm have earned LEED accreditations.

Sustainability is an important part of our business at Kimley-Horn. We define our approach to sustainability in two ways.

- ✿ First, we are committed to the principles of sustainability. Accordingly, we have a corporate commitment to continually seek a sustainable balance in our daily practices and within our facilities. We strive to minimize our environmental footprint, creating a healthier workplace for our employees and reducing energy expenditures. Ultimately, we seek to achieve the sustainable ideal of improving our triple bottom line—planet, people, and profitability.
- ✿ Second, we recognize that planning and design of the built environment in today's marketplace must include a focus on sustainability levels. We are committed to assisting our clients by providing the highest level of sustainable design service, with a significant focus on providing exceptional client service as a leader in all of our disciplines.

SUSTAINABILITY AT KIMLEY-HORN

Kimley-Horn is committed to having a sustainable workplace. We seek to achieve this goal by reducing the negative environmental impacts of our business operations. We believe in creating a corporate mindset that empowers and recognizes individuals and small groups of employees who make good daily decisions that: (1) contribute to a healthier workplace, (2) are environmentally responsible, and (3) save energy and firm resources.

Kimley-Horn has established goals for our corporate practices in several areas, including energy usage, disposition of office supplies, impact on transportation, and design of office space. These goals reach across all offices and geographic locations. Individuals who want to make a difference in each office have the freedom to devise solutions to accomplish sustainability goals in the best way for their staff, their community, and their clients.

Kimley-Horn shares best practices across the firm with our established firmwide "Green Team" with representatives from each of the firm's regions. This group is focused on developing and sharing the best ideas for reducing the negative environmental impacts of our business operations. The Green Team supports the "Green Champions" in each office—sharing best practices and encouraging coordination between offices and regions.

Willingness to Meet Budget and Schedule

We recognize that budget and schedule control are critical to the success of your program. Meeting your schedule for deliverables is not just a goal to us—it is a mandate. A project schedule is a road map guiding us to a goal, completion of a project by a certain date. But experience has shown that no matter how carefully we plan, things can change. How successfully we adapt to those changes is in part a result of how well we manage our resources and understand the demands on them, both internal and external. Kimley-Horn has a track record of successfully completing projects on or ahead of schedule and within budget. Kimley-Horn takes pride in evaluating any unanticipated obstacles and making informed recommendations to overcome them before they impact the project's schedule and budget.

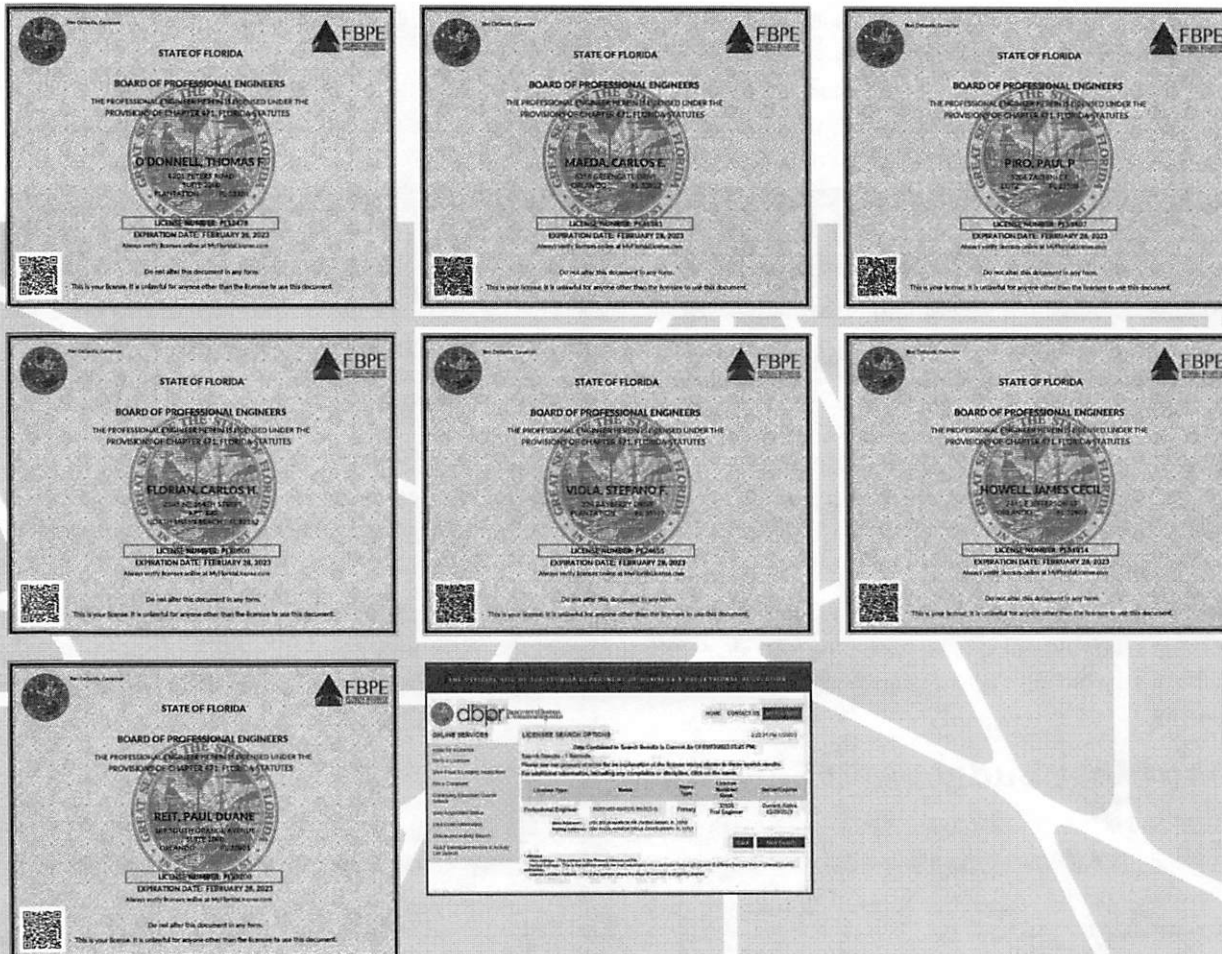
Kimley-Horn uses a "work plan" tool for organizing individual project tasks by phase and discipline. The anticipated labor effort is then summarized in a matrix that forms the basis for establishing and tracking the project budget. We track the budget on a percent-complete basis in order to measure performance during each accounting report period. The work plan is also the tool for establishing staffing for each project and identifying the anticipated labor requirements of each phase. The work plan is reviewed frequently throughout the project and is used in conjunction with our in-house "Castaheads" process to forecast project workloads. Using our Castaheads process, resources are reallocated on a weekly basis as needed to meet client schedules.

Quality Assurance/Quality Control

Since its founding, Kimley-Horn has aggressively pursued its commitment to quality for every task, deliverable, and service provided by the firm. Recognizing the importance of careful quality control, Kimley-Horn developed a quality control/quality assurance manual that every Project Manager is required to know and use. We certify that our procedures help confirm high-quality services that satisfy your needs. There will be no learning curve relative to quality for our team. **Paul Piro, P.E.** has 41 years of aviation experience and will serve as the Quality Control Manager for this important runway rehabilitation project.

Team Licenses

All team members license numbers are included in Tab 6 - 4.2.6 Qualifications and Experience for the Project Team on resumes.



Subconsultants

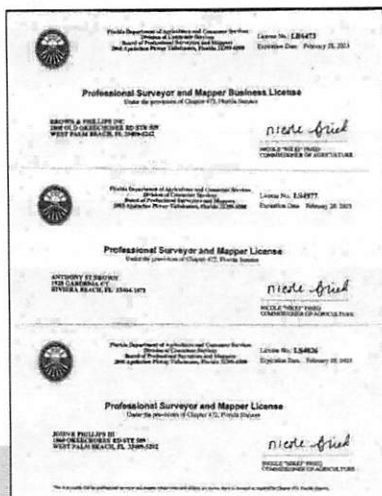
QUANTUM

Electrical Engineering, Inc.

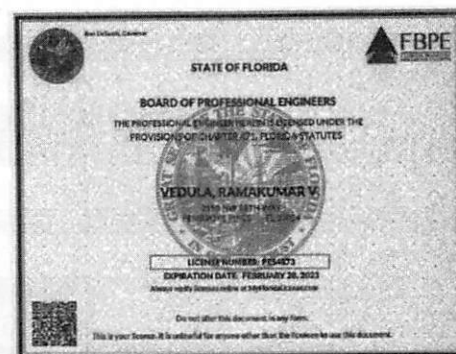
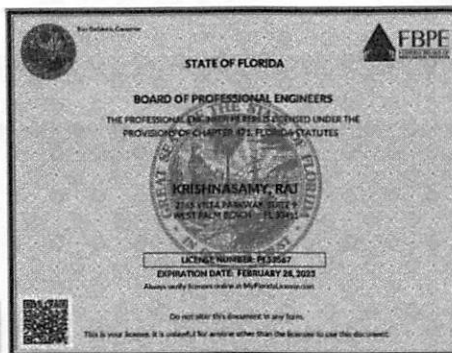


Subconsultants (continued)

BROWN & PHILLIPS, Inc.
PROFESSIONAL SURVEYING SERVICES



tsfGEO



Standard Form 330

We have included a Standard Form 330 with our response to organize and clearly demonstrate the requested information. Part I and Part II follows immediately.



We have included the resume portion in Tab 6 - 4.2.6 Qualifications and Experience for the Project Team. **Click button to left to go to resumes.**



In Tab 4 - 4.2.4 History and Past Performance of the Firm, we have included the following projects with similar scope and scale to the proposed FXE Airport Runway 9-27 Pavement Rehabilitation. The services, costs, and lessons learned have been included. **Click button to left to go to Standard Form 330 Sections F, G, and H.**

- ✱ Fort Lauderdale-Hollywood International Airport (FLL), Rehabilitation of North Airfield Pavements, Engineered Material Arresting System Beds, and RIM
- ✱ Treasure Coast International Airport (FPR) and Business Park Engineering and Planning Services featuring Resident Project Representative Services for the Rehabilitation of Runway 14-32 and Related Work
- ✱ Belle Glade State Municipal Airport (X10), General Engineering Services featuring Runway 9-27 Rehabilitation
- ✱ Antonio (Nery) Juarbe Pol Airport (ABO) Rehabilitation of Runway 8-26
- ✱ Elko Regional Airport (EKO), Runway 5-23 Rehabilitation highlighting project Runway 5-23 Rehabilitation (now 6-24)
- ✱ Luis Munoz Marin International Airport (SJU), Continuing Professional Services Contract with projects for Runway 8-26 and Taxiway H Rehabilitation and the Rehabilitation of Runway 8-26
- ✱ Fort Lauderdale Executive Airport (FXE) General Aviation Engineering Consultant Services Contract featuring Runway 8-26 Rehabilitation and Taxiway Hotel Relocation
- ✱ Naples Municipal Airport (APF) Runway 5-23 Rehabilitation
- ✱ Daytona Beach International Airport (DAB), Taxiway Y, W2, and E2
- ✱ Punta Gorda Airport (PGD), Runway 4-22 Rehabilitation and Reconstruction

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation

2. PUBLIC NOTICE DATE

12/08/2022

3. SOLICITATION OR PROJECT NUMBER

RFQ #12740-636

B. ARCHITECT – ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Tom O'Donnell, P.E., Project Manager

5. NAME OF FIRM

Kimley-Horn and Associates, Inc.

6. TELEPHONE NUMBER

954.535.5100

7. FAX NUMBER

561.863.8175

8. E-MAIL ADDRESS

tom.odonnell@kimley-horn.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	PRIME	J-V PARTNER	SUBCON- TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Kimley-Horn and Associates, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	8201 Peters Road Suite 2200 Plantation, FL 33324	Project Management; Airside Civil Design; Drainage; Airspace Analysis; and Construction Phase Services
b.	X			Kimley-Horn and Associates, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	189 South Orange Avenue Suite 1000 Orlando, FL 32801	Pavement Design; and Grant Support Services
c.	X			Kimley-Horn and Associates, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	201 North Franklin Street Suite 1400 Tampa, FL 33602	Quality Control
d.	X			Kimley-Horn and Associates, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	1920 Wekiva Way Suite 200 West Palm Beach, FL 33411	Environmental Services
e.	X			Kimley-Horn and Associates, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	109 South Kentucky Avenue Lakeland, FL 33801	Environmental Services
f.	X			Kimley-Horn and Associates, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	1633 West Innovation Way Suite 4-145 Lehi, UT 84043	Airport GIS Services
g.			X	Brown & Phillips, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	1860 Old Okeechobee Road Suite 509 West Palm Beach, FL 33409	Surveying

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (ATTACHED)



Return to
Page 2

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation

2. PUBLIC NOTICE DATE

12/08/2022

3. SOLICITATION OR PROJECT NUMBER

RFQ #12740-636

B. ARCHITECT – ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Tom O'Donnell, P.E., Project Manager

5. NAME OF FIRM

Kimley-Horn and Associates, Inc.

6. TELEPHONE NUMBER

954.535.5100

7. FAX NUMBER

561.863.8175

8. E-MAIL ADDRESS

tom.odonnell@kimley-horn.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	PRIME	J-V PARTNER	SUBCON- TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.			X	Dickey Consulting Services, Inc. [] CHECK IF BRANCH OFFICE	1033 NW 6th Street Suite 206 Fort Lauderdale, FL 33311	DBE Support Services; and Grant Support Services
b.			X	Quantum Spatial, Inc. dba NV5 Geospatial, Inc. [] CHECK IF BRANCH OFFICE	10033 MLK Street N Suite 200 St. Petersburg, FL 33716	Airport GIS Services
c.			X	Quantum Electrical Engineering, Inc. [] CHECK IF BRANCH OFFICE	5571 N. Univeristy Drive Suite 101 Coral Springs, FL 33067	Airfield Electrical; and Construction Phase Services
d.			X	Tierra South Florida, Inc. dba TSFGeo [] CHECK IF BRANCH OFFICE	2765 Vista Parkway Suite 10 West Palm Beach, FL 33411	Geotechnical Services
e.				[] CHECK IF BRANCH OFFICE		
f.				[] CHECK IF BRANCH OFFICE		
g.				[] CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

[X] (ATTACHED)



Fort Lauderdale Executive Airport

Principal-in-Charge

Carlos Maeda, P.E.

Project Manager

Tom O'Donnell, P.E.

Quality Control

Paul Piro, P.E.

Engineering and Planning Services

Airside Civil Design

Tom O'Donnell, P.E.
Kevin Scott, E.I.
Hassan Osman

Drainage

Carlos Florian, P.E.
Stefano Viola, P.E.

Airfield Electrical

Amy Champagne-Baker, P.E.
James Kappes, P.E.
*Quantum Electrical Engineering, Inc.**

Pavement Design

James Howell, P.E.
Paul Reit, P.E.

Grant Support Services

Carlos Maeda, P.E.
Pablo Auffant, P.E.
Sheryl Dickey
Dickey Consulting Services, Inc.

Special Services

Surveying

John Phillips, PLS
Anthony Brown, PLS
*Brown & Phillips, Inc.**

DBE Support Services

Sheryl Dickey
Dickey Consulting Services, Inc.

Geotechnical Services

Raj Krishnasamy, P.E.
Kumar Vedula, P.E.
R. Morgan Dickinson, P.E., S.I.
*Tierra South Florida, Inc.**

Environmental

Tori Bacheler, PWS
Briana Hazel

Airport GIS Services

Andrew Scanlon
Doug Fuller, CMS, C.P.
NV5 Geospatial

Airspace Analysis

Tom O'Donnell, P.E.

Construction Phase Services

Tom O'Donnell, P.E.
Kevin Scott, E.I.
Michael Beldowicz, P.E.
*Quantum Electrical Engineering, Inc.**

Legend

Blue = Subconsultants

* = W/MBE or DBE firm

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (IF ANY)

RFQ #12740-636

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. DUNS NUMBER
Kimley-Horn and Associates, Inc.			1983	V8PKG6NLKV6
2b. STREET			5. OWNERSHIP	
8201 Peters Road, Suite 2200			a. TYPE Corporation	
2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS	
Plantation	FL	33324	No	
6a. POINT OF CONTACT NAME AND TITLE			7. TYPE OF OFFICE	
Tom O'Donnell, Project Manager, Aviation			APHC, Inc.	
6b. TELEPHONE & FAX NUMBER		6c. E-MAIL ADDRESS		
954.535.5100		tom.odonnell@kimley-horn.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees (1) FIRM (2) BRANCH		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
02	Administrative	433	5	G04	Geographic Information System Services:	2
12	Civil Engineers	2250	32	A05	Airports; Nav aids; Airport Lighting; Aircraft	6
13	Communications Engineers	32	1	A06	Airports; Terminals; & Hangars; Freight	5
15	Construction Inspectors	17	1	C10	Commercial Building; (low rise); Shopping	4
63	Design Technicians	121	2	F05	Forensic Engineering	4
26	Forensic Engineers	4	2	G01	Garages; Vehicle Maintenance Facilities;	4
32	Hydraulic Engineers	19	1	H07	Highways; Streets; Airfield Paving; Parking	4
47	Planners: Urban/Regional	133	2	H09	Hospitals & Medical Facilities	3
48	Project Managers	145	1	H10	Hotels; Motels	2
65	Technical Support	563	5	H11	Housing (Residential, Multifamily,	5
58	Technician/Analysts	1415	20	I04	Intelligent Transportation Systems	5
60	Transportation Engineers	360	10	L03	Landscape Architecture	3
62	Water Resources Engineers	114	2	O01	Office Building; Industrial Parks	2
				P05	Planning (Community; Regional; Areawide &	3
				R04	Recreational Facilities (Parks; Marinas; etc.)	5
				R03	Railroad and Rapid Transit	5
				S01	Safety Engineering; Accident Studies; OSHA	4
				S04	Sewage Collection, Treatment & Disposal	3
				S13	Stormwater Handling & Facilities	2
				T03	Traffic & Transportation Engineering	6
	Other Employees	985	3	U02	Urban Renewals; Community Development	5
	Total	6591	87	W03	Water Supply; Treatment and Distribution	3

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)


a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

11. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
	1/9/2023
c. NAME AND TITLE	
David W. Walthall, P.E., Senior Vice President	

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (IF ANY)

RFQ #12740-636

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. DUNS NUMBER
Kimley-Horn and Associates, Inc.			1980	V8PKG6NLKV6
2b. STREET			5. OWNERSHIP	
189 South Orange Avenue, Ste. 1000			a. TYPE Corporation	
2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS	
Orlando	FL	32801	No	
6a. POINT OF CONTACT NAME AND TITLE			7. TYPE OF OFFICE	
Carlos Maeda, P.E., Regional Vice President, Aviation			APHC, Inc.	
6b. TELEPHONE & FAX NUMBER		6c. E-MAIL ADDRESS		
407.898.1511		carlos.maeda@kimley-horn.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees (1) FIRM (2) BRANCH		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
02	Administrative	433	30	A05	Airports; Nav aids; Airport Lighting; Aircraft	6
08	CADD Technicians	252	10	A06	Airports; Terminals; & Hangars; Freight	6
12	Civil Engineers	2250	79	B02	Bridge Design	2
63	Design Technicians	121	4	C10	Commercial Building; (low rise); Shopping	6
66	Graphic Designers	86	3	E02	Educational Facilities; Classrooms	3
39	Landscape Architects	181	5	F05	Forensic Engineering	4
42	Mechanical Engineers	18	1	H07	Highways; Streets; Airfield Paving; Parking	6
47	Planners: Urban/Regional	133	3	H09	Hospitals & Medical Facilities	3
48	Project Managers	145	6	H10	Hotels; Motels	5
57	Structural Engineers	92	1	H11	Housing (Residential, Multifamily,	6
65	Technical Support	563	19	I01	Industrial Buildings; Manufacturing Plants	2
64	Technical Writers	176	18	L03	Landscape Architecture	3
58	Technician/Analysts	1415	45	O01	Office Building; Industrial Parks	5
60	Transportation Engineers	360	9	P05	Planning (Community; Regional; Areawide &	3
				P12	Power Generation, Transmission,	2
				R03	Railroad and Rapid Transit	3
				R04	Recreational Facilities (Parks; Marinas; etc.)	5
				S04	Sewage Collection, Treatment & Disposal	4
				T03	Traffic & Transportation Engineering	6
				U02	Urban Renewals; Community Development	5
				W02	Water Resources; Hydrology; Ground Water	3
				W03	Water Supply; Treatment and Distribution	5
	Other Employees	366	6			
	Total	6591	239			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	9
c. Total Work	9

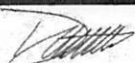
PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

11. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE



b. DATE

1/9/2023

c. NAME AND TITLE

David W. Walthall, P.E., Senior Vice President

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV.7/2021) PAGE 1)

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (IF ANY)

RFQ #12740-636

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Kimley-Horn and Associates, Inc.			3. YEAR ESTABLISHED 1978	4. DUNS NUMBER V8PKGG6NLKV6
2b. STREET 201 North Franklin Street, Suite 1400			5. OWNERSHIP a. TYPE Corporation	
2c. CITY Tampa	2d. STATE FL	2e. ZIP CODE 33602	b. SMALL BUSINESS STATUS No	
6a. POINT OF CONTACT NAME AND TITLE Paul Piro, Engineer, Aviation			7. TYPE OF OFFICE APHC, Inc.	
6b. TELEPHONE & FAX NUMBER 813.620.1460		6c. E-MAIL ADDRESS paul.piro@kimley-horn.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees (1) FIRM (2) BRANCH		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
02	Administrative	433	3	A05	Airports; Navajids; Airport Lighting; Aircraft	6
08	CADD Technicians	252	4	A06	Airports; Terminals; & Hangars; Freight	2
12	Civil Engineers	2250	32	C10	Commercial Building; (low rise); Shopping	6
13	Communications Engineers	32	0	C11	Community Facilities	1
63	Design Technicians	121	1	C12	Communications Systems; TV; Microwave	5
23	Environmental Engineers	10	0	E02	Educational Facilities; Classrooms	2
24	Environmental Scientists	44	3	E11	Environmental Planning	3
30	Geologists	4	2	H07	Highways; Streets; Airfield Paving; Parking	5
42	Mechanical Engineers	18	1	H09	Hospitals & Medical Facilities	1
47	Planners: Urban/Regional	133	4	H10	Hotels; Motels	2
48	Project Managers	145	3	H11	Housing (Residential, Multifamily,	5
65	Technical Support	563	8	I03	Industrial Waste Treatment	1
58	Technician/Analysts	1415	16	I04	Intelligent Transportation Systems	2
				L03	Landscape Architecture	3
				O01	Office Building; Industrial Parks	4
				P05	Planning (Community; Regional; Areawide &	2
				R03	Railroad and Rapid Transit	4
				R04	Recreational Facilities (Parks; Marinas; etc.)	3
				S04	Sewage Collection, Treatment & Disposal	3
				S07	Solid Wastes; Incineration; Landfill	2
				T03	Traffic & Transportation Engineering	5
				U02	Urban Renewals; Community Development	4
Other Employees		1171	2			
Total		6591	79			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)


a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

11. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 1/9/2023
c. NAME AND TITLE David W. Walthall, P.E., Senior Vice President	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV.7/2021) PAGE 1)

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (IF ANY)

RFQ #12740-636

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Kimley-Horn and Associates, Inc.			3. YEAR ESTABLISHED 1968	4. DUNS NUMBER V8PKG6NLKV6
2b. STREET 1920 Wekiva Way, Suite 200			5. OWNERSHIP a. TYPE Corporation	
2c. CITY West Palm Beach	2d. STATE FL	2e. ZIP CODE 33411	b. SMALL BUSINESS STATUS No	
6a. POINT OF CONTACT NAME AND TITLE Tori Bacheler, PWS, Environmental Scientist			7. TYPE OF OFFICE APHC, Inc.	
6b. TELEPHONE & FAX NUMBER 561.845.0665		6c. E-MAIL ADDRESS tori.bacheler@kimley-horn.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees (1) FIRM (2) BRANCH		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
02	Administrative	433	29	B02	Bridge Design	3
08	CADD Technicians	252	4	C10	Commercial Building; (low rise); Shopping	2
12	Civil Engineers	2250	39	C12	Communications Systems; TV; Microwave	5
13	Communications Engineers	32	0	C11	Community Facilities	2
15	Construction Inspectors	17	2	E07	Energy Conservation; New Energy Sources	4
63	Design Technicians	121	4	F05	Forensic Engineering	6
19	Ecologists	2	1	G02	Gas Systems (Propane, Natural, etc.)	3
23	Environmental Engineers	10	1	H07	Highways; Streets; Airfield Paving; Parking	7
26	Forensic Engineers	4	2	H09	Hospitals & Medical Facilities	4
66	Graphic Designers	86	5	H11	Housing (Residential, Multifamily,	2
39	Landscape Architects	181	4	I04	Intelligent Transportation Systems	3
42	Mechanical Engineers	18	3	L03	Landscape Architecture	5
47	Planners: Urban/Regional	133	1	O01	Office Building; Industrial Parks	3
48	Project Managers	145	7	P05	Planning (Community; Regional; Areawide &	3
57	Structural Engineers	92	4	P12	Power Generation, Transmission,	6
65	Technical Support	563	4	R04	Recreational Facilities (Parks; Marinas; etc.)	3
64	Technical Writers	176	6	R13	Roadway Design	2
58	Technician/Analysts	1415	32	S04	Sewage Collection, Treatment & Disposal	5
60	Transportation Engineers	360	6	S13	Stormwater Handling & Facilities	3
62	Water Resources Engineers	114	3	T03	Traffic & Transportation Engineering	5
	Other Employees	187	1	W02	Water Resources; Hydrology; Ground Water	5
	Total	6591	158	W03	Water Supply; Treatment and Distribution	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)


a. Federal Work	1
b. Non-Federal Work	9
c. Total Work	9

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than \$100,000
2. \$100,000 to less than \$250,000
3. \$250,000 to less than \$500,000
4. \$500,000 to less than \$1 million
5. \$1 million to less than \$2 million
6. \$2 million to less than \$5 million
7. \$5 million to less than \$10 million
8. \$10 million to less than \$25 million
9. \$25 million to less than \$50 million
10. \$50 million or greater

11. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 1/9/2023
---	---------------------

c. NAME AND TITLE
David W. Walthall, P.E., Senior Vice President

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV.7/2021) PAGE 1)

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (IF ANY)

RFQ #12740-636

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Kimley-Horn and Associates, Inc.			3. YEAR ESTABLISHED 2002	4. DUNS NUMBER V8PKG6NCLKV6
2b. STREET 109 South Kentucky Avenue			5. OWNERSHIP a. TYPE Corporation	
2c. CITY Lakeland	2d. STATE FL	2e. ZIP CODE 33801	b. SMALL BUSINESS STATUS No	
6a. POINT OF CONTACT NAME AND TITLE Briana Hazel, Environmental Science			7. TYPE OF OFFICE APHC, Inc.	
6b. TELEPHONE & FAX NUMBER 863.701.8702		6c. E-MAIL ADDRESS briana.hazel@kimley-horn.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees (1) FIRM (2) BRANCH		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
02	Administrative	433	3	B02	Bridge Design	1
08	CADD Technicians	252	4	C10	Commercial Building; (low rise); Shopping	3
12	Civil Engineers	2250	15	C11	Community Facilities	2
15	Construction Inspectors	17	1	E02	Educational Facilities; Classrooms	1
63	Design Technicians	121	3	E11	Environmental Planning	2
47	Planners: Urban/Regional	133	1	H07	Highways; Streets; Airfield Paving; Parking	1
48	Project Managers	145	1	H09	Hospitals & Medical Facilities	1
65	Technical Support	563	3	H10	Hotels; Motels	2
58	Technician/Analysts	1415	11	H11	Housing (Residential, Multifamily,	5
62	Water Resources Engineers	114	0	I01	Industrial Buildings; Manufacturing Plants	4
				L03	Landscape Architecture	2
				M06	Mining and Mineralogy	1
				O01	Office Building; Industrial Parks	6
				P05	Planning (Community; Regional; Areawide &	1
				R04	Recreational Facilities (Parks; Marinas; etc.)	2
				R13	Roadway Design	1
				S04	Sewage Collection, Treatment & Disposal	3
				S07	Solid Wastes; Incineration; Landfill	1
				S13	Stormwater Handling & Facilities	1
				T03	Traffic & Transportation Engineering	3
	Other Employees	1148	0	U02	Urban Renewals; Community Development	4
	Total	6591	42	W03	Water Supply, Treat, Distrib	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)


a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

11. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 1/9/2023
---	---------------------

c. NAME AND TITLE
David W. Walthall, P.E., Senior Vice President

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV.7/2021) PAGE 1)

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (IF ANY)

RFQ #12740-636

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. DUNS NUMBER
Kimley-Horn and Associates, Inc.			2022	V8PKG6NLKV6
2b. STREET			5. OWNERSHIP	
1633 W. Innovation Way, Suite 4-145			a. TYPE Corporation	
2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS	
Lehi	UT	84043	No	
6a. POINT OF CONTACT NAME AND TITLE			7. TYPE OF OFFICE	
Andrew Scanlon, Aviation Planner, Aviation			APHC, Inc.	
6b. TELEPHONE & FAX NUMBER		6c. E-MAIL ADDRESS		
385.212.3176		andrew.scanlon@kimley-horn.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	433	3	A05	Airports; Navajids; Airport Lighting; Aircraft	6
58	Technician/Analysts	1415	22	H09	Hospitals & Medical Facilities	3
48	Project Managers	145	2	W02	Water Resources; Hydrology; Ground Water	2
65	Technical Support	563	10	E07	Energy Conservation; New Energy Sources	1
60	Transportation Engineers	360	1	W03	Water Supply; Treatment and Distribution	1
13	Communications Engineers	32	3	C10	Commercial Building; (low rise); Shopping	5
47	Planners: Urban/Regional	133	7	C12	Communications Systems; TV; Microwave	1
63	Design Technicians	121	3	P05	Planning (Community; Regional; Areawide &	1
21	Electrical Engineers	24	0	S13	Stormwater Handling & Facilities	2
12	Civil Engineers	2250	23	L06	Lighting (Exteriors; Street; Memorials;	1
				R03	Railroad and Rapid Transit	5
				H07	Highways; Streets; Airfield Paving; Parking	3
				I04	Intelligent Transportation Systems	4
				T03	Traffic & Transportation Engineering	4
				O01	Office Building; Industrial Parks	5
				U02	Urban Renewals; Community Development	2
				S01	Safety Engineering; Accident Studies; OSHA	1
				H10	Hotels; Motels	1
				H11	Housing (Residential, Multifamily,	5
				R04	Recreational Facilities (Parks; Marinas; etc.)	2
				A06	Airports; Terminals; & Hangars; Freight	2
				P12	Power Generation, Transmission,	1
	Other Employees	1115	5			
	Total	6591	79			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)


a. Federal Work	0
b. Non-Federal Work	0
c. Total Work	0

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

11. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 1/9/2023
---	---------------------

c. NAME AND TITLE
David W. Walthall, P.E., Senior Vice President

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV.7/2021) PAGE 1)

12740-636

(If a firm has branch offices, complete for each specific branch office seeking work.)


8a. FORMER FIRM NAME(S) (If any)	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

[illegible]

1. Less than \$100,000
2. \$100,000 to less than \$250,000
3. \$250,000 to less than \$500,000
4. \$500,000 to less than \$1 million
5. \$1 million to less than \$2 million
6. \$2 million to less than \$5 million
7. \$5 million to less than \$10 million
8. \$10 million to less than \$25 million
9. \$25 million to less than \$50 million
10. \$50 million or greater

The foregoing is a statement of facts.

a. SIGNATURE 		b. DATE 12/27/2022
c. NAME AND TITLE John E. Phillips, III, President		

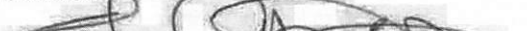
1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Dickey Consulting Services, Inc.			3. YEAR ESTABLISHED 1995	4. DUNS NUMBER 133416144
2b. STREET 1033 NW 6 Street, Suite 206			5. OWNERSHIP a. TYPE Corporation	
2c. CITY Fort Lauderdale	2d. STATE FL	2e. ZIP CODE 33311	b. SMALL BUSINESS STATUS DBE/ACDBE; CBE/SBE; W/MBE	
6a. POINT OF CONTACT NAME AND TITLE Sheryl A. Dickey, Founder & President/CEO			7. NAME OF FIRM (If block 2a is a branch office) Not Applicable	
6b. TELEPHONE NUMBER (954) 467-6822	6c. E-MAIL ADDRESS sdickey@dickeyinc.com			
8a. FORMER FIRM NAME(S) (if any) Not Applicable			8b. YEAR ESTABLISHED N/A	8c. DUNS NUMBER N/A

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	3			Project Management; Public Involvement/Outreach; DBE Program; Electronic Document Control	4
48	Project Manager	3				
	Project Director	1				
	Total	7				4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
(Insert revenue index number shown at right)			
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	3	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	4	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE January 3, 2023
c. NAME AND TITLE Sheryl A. Dickey, Founder & President/CEO	

1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)


2a. FIRM (or Branch Office) NAME NV5 Geospatial, Inc.			3. YEAR ESTABLISHED 2013	4. UNIQUE ENTITY IDENTIFIER 05-026-4662
2b. STREET 10033 MLK Street N, Suite 200			5. OWNERSHIP	
2c. CITY St. Petersburg	2d. STATE FL	2e. ZIP CODE 33716	a. TYPE C- Corporation	
6a. POINT OF CONTACT NAME AND TITLE Robert Vander Meer, Vice President			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER (800)558-6707	6c. EMAIL ADDRESS robert.vandermeer@nv5.com		7. NAME OF FIRM (If Block 2a is a Branch Office)	

8a. FORMER FIRM NAME(S) (If any)	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
Quantum Spatial, Inc. dba NV5 Geospatial, GMR Aerial Surveys, Inc. dba Photo Science	2004	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	50	5	A02	Aerial Photography; Airborne Data	8
03	Aerial Photographer	42		C01	Cartography	6
04	Aeronautical Engineer	2		C03	Charting	2
14	Computer Programmer	11		D05	Digital Elevation & Terrain Dev	9
18	Cost Estimator	5		D06	Digital Orthophotography	8
29	GIS Specialist	58	25	E10	Enviro. & Natural Resource Mapping	5
38	Land Surveyor (Certified PLS)	10	1	G03	Geodetic Surveying	4
38	Land Surveyor	12		G04	GIS Services	8
45	Photo Interpreter	14		G05	Geospatial Data Conversion	5
46	Photogrammetrist	8	2	H13	Hydrographic Surveying	1
48	Project Manager	29	1	L02	Land Surveying	6
49	Remote Sensing Specialist	155		P03	Photogrammetry	6
59	Technician/Analyst	120	31	R07	Remote Sensing	6
				S10	Surveying; Platting; Mapping; Flood	6
				T04	Topographic Surveying & Mapping	5
	Other Employees					
	Total	516	65			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	10	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	10	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater


The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
	3/24/2022
c. NAME AND TITLE	
Robert Vander Meer, Vice President	

1. SOLICITATION NUMBER (If any)

(If a firm has branch offices, complete for each specific branch office seeking work.)

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE December 27, 2022
c. NAME AND TITLE Raj Krishnasamy, P.E., President/Principal Engineer	

Tab 4 — 4.2.4 History and Past Performance of the Firm

The Kimley-Horn team is highly experienced in projects that demand close coordination among multiple team members. Our clients expect a high level of responsiveness, communication, and quality. These high standards have been ingrained in our staff to adhere to demanding schedules, a strict quality assurance program, and open lines of communication. Kimley-Horn's professionals are accustomed to working on projects involving various components and understand the importance of productive coordination to provide the required high-quality services in an efficient and timely manner. We understand that open, clearly defined channels of communication and prompt response to your requests will be essential to achieve the desired project results.

The following relevant projects demonstrate our local team's experience and past performance with projects similar to scope and scale to FXE Airport Runway 9-27 Rehabilitation.



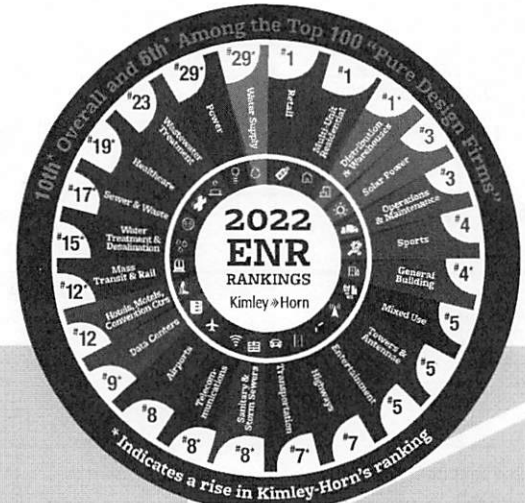
FXE Runway 9-27 from previous rehabilitation

2022 ENR Rankings

#10 of top 500 U.S. Design Firms

#6 of top 100 Pure Design Firms

#8 for Airports



#10

Top 500 U.S.
Design Firms

#6

of top 100
Pure Design Firms

2022 ENR
Top Design
Firms
Rankings

#8

Airports

Kimley»Horn

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects. If not specified, Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Fort Lauderdale-Hollywood International Airport (FLL), Rehabilitation of North Airfield Pavements, Engineered Material Arresting System Beds, and RIM, Broward County, FL		PROFESSIONAL SERVICES 2019	CONSTRUCTION (if Applicable) 2020
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Broward County Aviation Department	b. POINT OF CONTACT NAME Gasser Dougé, Project Manager	c. POINT OF CONTACT TELEPHONE NUMBER 954.359.6973 gdouge@broward.org	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

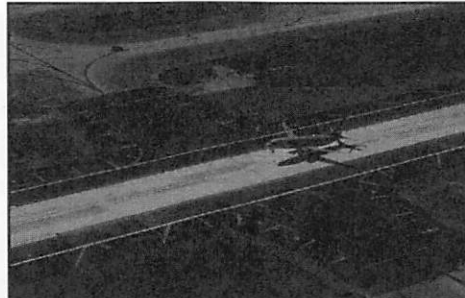
Kimley-Horn provided professional engineering services to rehabilitate Runway 10L-28R and other airfield pavements at FLL to maintain the primary runway and other airfield pavements in good operational condition. Kimley-Horn led both the both design and construction phases of this project.

The scope of services included geometric review of the airfield pavement, assessment of hotspot and runway/taxiway end geometry, runway incursion mitigation (RIM) design, existing pavement evaluation, runway and taxiway rehabilitation options benefit-cost analysis, Engineered Materials Arresting System (EMAS) evaluation and options review, environmental permitting review and development options, topographic survey, electrical systems inventory and review, stakeholders review, existing utilities review, and construction documents and design phase services. During the construction closer, we upgraded the airfield electrical systems and signage; converted airfield lighting from quartz to light emitting diode (LED) technology; replaced the engineered material arresting system (EMAS) beds at each runway end; extended the east end of Runway 10L-28R EMAS in compliance with FAA requirements; changed the profile of 10L-28R to address drainage issues; addressed hotspots; realigned several connecting taxiways; and relocated a terminal parking apron connector to meet FAA safety standards and minimize the potential for runway incursions.

Project Cost: \$2.5 million **Construction:** \$95 million

Awards:

- » 2020 Commercial Service Airport Project of the Year, Florida Department of Transportation
- » 2020 Corporate Awards: Commercial Airport Project of the Year – Airfields, Southeast Chapter of the American Association of Airport Executives
- » 2021 Engineering Excellence Honor Award: Category H, Transportation, American Council of Engineering Companies Florida
- » 2021 National Excellence in Concrete Pavement Award: Commercial Service Airports, American Concrete Paving Association



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION (City and State) Plantation, Orlando, and Tampa, FL	(3) ROLE Prime
b.	(1) FIRM NAME Dickey Consulting Services, Inc.	(2) FIRM LOCATION (City and State) Fort Lauderdale, FL	(3) ROLE Subconsultant
c.	(1) FIRM NAME NV5 Geospatial	(2) FIRM LOCATION (City and State) Dulles, VA	(3) ROLE Subconsultant
d.	(1) FIRM NAME Quantum Electrical Engineering, Inc.	(2) FIRM LOCATION (City and State) Coral Springs, FL	(3) ROLE Subconsultant
e.	(1) FIRM NAME Tierra South Florida, Inc.	(2) FIRM LOCATION (City and State) West Palm Beach, FL	(3) ROLE Subconsultant



Fort Lauderdale-Hollywood International Airport (FLL), Rehabilitation of North Airfield Pavements, Engineered Material Arresting System Beds, and RIM Broward County, FL

Lesson's Learned and How These Could Be Applied to the Proposed Project:

As a prelude to the initiation of the design process associated with the rehabilitation and reconstruction of the north parallel runway at Fort Lauderdale-Hollywood International Airport (FLL), Kimley-Horn was asked to conduct a detailed evaluation of airfield geometry and conformity with the most current airfield design standards along with an assessment of the four designated hotspots and development of mitigation alternatives to address safety related concerns.

The study reviewed the geometry of twenty-five taxiway connecting to the alignment of Runway 10L-28R and the taxiway-to-taxiway intersections for three taxiways that parallel the alignment of the runway based on the operational requirements of the Boeing 777-200F. Each proposed fillet improvement was assessed based on operational utilization of and need for the taxiway under review and the construction cost vs. the benefit of the proposed improvement to derive a set of recommended improvements to be incorporated into the rehabilitation of Runway 10L-28R.

In addition to the analysis of geometry and fillet configuration, Runway 10L-28R alignment also has four designated hotspots that required evaluation and specific recommendations to mitigate the issues triggering the designation of each hotspot. As an element of the hotspot analysis, multiple surface incident and runway incursion databases were reviewed including the Airport Safety Reporting System (ASRS) and AID databases to determine specific events that had taken place within or leading up to the designated hotspot. This analysis, coupled with discussions with the airport sponsor, identified issues contributing to the designation of the four hotspots which included the wide expanses of pavement that contributed to situational awareness issues, greater than three-node intersections, taxiway crossings within the high energy portion of the runway, realignment of runway/taxiway intersections, and taxiway access directly from a ramp to the runway as defined in guidance set forth in AC 150-5300.13A, Change One.

Kimley-Horn conducted a general overview of Runway 10L-28R and associated taxiways serving the runway to identify FAA AC 150/5300-13A conformity issues for the consideration of staff and as a basis for seeking future FAA funding based on standards conformity and safety enhancement to address the noted items. A briefing memorandum was developed identifying issues and, using incident data from one task which defined historic incidents that have occurred in the vicinity of the noted areas of geometry that were no longer consistent with FAA guidance. This memorandum summarized options to address the issues and through discussions with FLL staff included recommended actions. The recommended actions included references to the need for further study and coordination with stakeholders that were outside of the runway rehabilitation effort.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

2

21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Treasure Coast International Airport (FPR) and Business Park Engineering and Planning Services, St. Lucie, FL		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if Applicable)
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER St. Lucie County	b. POINT OF CONTACT NAME Kevin Lindgren, Senior Grant & Project Planner, Airport/Seaport	c. POINT OF CONTACT TELEPHONE NUMBER 772.462.2350 lindgrenk@stlucieco.org	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

Kimley-Horn was selected in 2020 to serve St. Lucie County on a continuing airport engineering and planning services contract at the Treasure Coast International Airport and Business Park (FPR). The contract covers various aviation services. To date, we have been working on the following projects:

Resident Project Representative Services for the Rehabilitation of Runway 14-32 and Related Work Project.

Kimley-Horn provided Resident Project Representative (RPR) services for the milling and overlaying of Runway 14-32 and its connecting Taxiways. Runway 14-32 is made of bituminous asphalt and serves as the secondary runway for FPR. Its dimensions are 4,755 feet in length by 100 feet in width. The project also includes the decoupling of Runway 14-32 and the primary runway 10R-28L, correcting the horizontal geometry of Taxiways B1 and C1, profile milling, paint marking, and replacing runway and taxiway lights. Kimley-Horn's services consisted of observing the progression of work for conformance with the contract documents, interpretation of the contract documents, reviewing the contractor's pay requests, chairing construction progress meetings, assisting with responding to requests for information, processing shop drawings, reviewing and processing requests for change orders, and reviewing the contractor's schedule for conformance with the contract time. The design was performed by a separate and independent engineering firm, who served as the Engineer-of-Record for the project, as was required by Florida law at the time.

Project Cost: \$308,000 **Construction Cost:** \$2.7 million

National Pollution Discharge Elimination System (NPDES) Multi-Sector General Permit Compliance Services. FPR operates under an existing NPDES permit from the Florida Department of Environmental Protection. This permit must be renewed on an annual basis. Kimley-Horn has provided environmental compliance services for 2021 and 2022 to help FPR maintain its annual NPDES permit and update its Stormwater Pollution Prevention Plan (SWPPP). Tasks included conduction annual reviews, updating the SWPPP, conducting annual training, and renewal of NPDES permit.

Projects Cost: \$83,000 to date



Lesson's Learned and How These Could Be Applied to the Proposed Project:

Under the rehabilitation of Runway 14-32, during the milling operation, **the contractor unexpectedly found an asphalt interlayer which bisected portions of the profile mill.** After the initial milling operation was completed, it was noted that the interlayer material was delaminating and creating a surface which could not be paved on. Kimley-Horn led the effort and worked with the Engineer-of-Record, the contractor, and the County to determine a course of action for the contractor to address this matter. This issue could have had major impacts on schedule and budget. However, through Kimley-Horn's leadership and prompt response the matter was addressed with little impact to the overall project schedule and cost which allowed the project to stay on schedule and remain under budget.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION (City and State) Plantation, Orlando, and Tampa, FL	(3) ROLE Prime
b.	(1) FIRM NAME NV5 Geospatial	(2) FIRM LOCATION (City and State) Dulles, VA	(3) ROLE Subconsultant
c.	(1) FIRM NAME Quantum Electrical Engineering, Inc.	(2) FIRM LOCATION (City and State) Coral Springs, FL	(3) ROLE Subconsultant
d.	(1) FIRM NAME Tierra South Florida, Inc.	(2) FIRM LOCATION (City and State) West Palm Beach, FL	(3) ROLE Subconsultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects. If not specified, Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
3

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Belle Glade State Municipal Airport (X10), General Engineering Services, Belle Glade, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if Applicable)

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Belle Glade	b. POINT OF CONTACT NAME Diana Hughes, Director of Finance	c. POINT OF CONTACT TELEPHONE NUMBER 561.992.2207 dhughes@belleglade-fl.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Kimley-Horn currently provides on-call services to City of Belle Glade for the Belle Glade State Municipal airport. These services were provided across all disciplines including, aviation planning, civil engineering, and environmental. Recent projects include:



Runway 9-27 Rehabilitation. The pavement on Runway 9-27, the airport's only runway, was in disrepair and creating a potentially unsafe condition for operations. Despite the name of the project, the condition of the pavement was so poor that runway reconstruction was required due to loading, climate, and age distresses. In addition to the runway's pavement deficiencies, its geometry and pavement markings did not meet current FAA standards. The runway was also situated so an adjacent property encroached onto the runway's "object free area." The approach to Runway 9 was also obstructed by powerlines and tall trees. **Kimley-Horn led both the design and construction phases of this project.** Completed in 2017. **Project Cost:** \$607,800 **Construction Cost:** \$1.98 million

Solar Power Lighting Project. Prior to this project, Belle Glade State Municipal Airport was not lighted for nighttime operations. Per the airport's capital improvement plan, \$800,000 was earmarked for a future project to address this matter. City and state officials, however, anticipated that procuring the funds to install lighting would be difficult. Kimley-Horn, however, found an innovative solution for the lighting issue. For less money than would be required to design a conventional incandescent airfield lighting system, a solar LED lighting system could be designed, purchased, and installed. This project was the first time a solar-powered aviation lighting system has been installed at a publicly owned airport in Florida. The Florida Department of Transportation used this project as a pilot study to determine if this solar lighting system is viable for other rural, unlit general aviation airports. Kimley-Horn's responsibilities consisted of designing the system and observing its installation. Completed in 2017. **Construction Cost:** \$126,000

Environmental Contamination Assessment and Mediation Planning. The western section of the airfield is heavily contaminated with several organochlorine pesticides (OCPs), including toxaphene and dichloro-diphenyl-trichloroethane (DDT). Kimley-Horn helped secure funding from the Florida Department of Transportation (FDOT) to allow for completion of additional site assessment, soil pilot study, feasibility study, and remediation design at the facility. Kimley-Horn completed a feasibility study evaluating several options for remediation of soil. The feasibility study included evaluation of future use plans for the facility and integration of site future development with cleanup. This study was completed in 2018.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION (City and State) Plantation, West Palm Beach, Lakeland, and Orlando, FL	(3) ROLE Prime
b.	(1) FIRM NAME NV5 Geospatial	(2) FIRM LOCATION (City and State) Dulles, VA	(3) ROLE Subconsultant
c.	(1) FIRM NAME Tierra South Florida, Inc.	(2) FIRM LOCATION (City and State) West Palm Beach, FL	(3) ROLE Subconsultant

Belle Glade State Municipal Airport (X10), General Engineering Services, Belle Glade, FL

Taxiway Charlie. This project required professional engineering services for the design of Taxiway Charlie, corresponding connector taxiways, and drainage improvements. Services consist of preparing contract documents comprised of: plans, technical specifications, opinions of probable cost, engineering reports, grading and pavement design, pavement marking, sodding, drainage design, surveying, and geotechnical testing. The project was designed such that construction will be performed in separate phases to accommodate the requirements of airport operations, users, tenants, first responders, protected airspace surfaces, and funding. The design was completed 2022; construction is ongoing.

Projects Cost: \$1.7 million to date

Award: 2017 General Aviation Airport of the Year, Florida Department of Transportation

Lesson's Learned and How These Could Be Applied to the Proposed Project:

Cost-effectiveness and Pioneering Use of Materials, Equipment and Methods. Prior to the Runway 9-27 Rehabilitation project, Belle Glade State Municipal Airport was not lighted for nighttime operations. Per the airport's capital improvement plan, \$800,000 was earmarked for a future project to address this matter. City and State officials, however, anticipated that procuring the funds to install lighting would be difficult. But the Runway 9-27 Rehabilitation consultant team found an innovative solution for the lighting issue.

For less money than would be required to design a conventional incandescent airfield lighting system, a solar LED lighting system could be designed, purchased, and installed. The design team also presented that the solar lighting system could be incorporated into the existing runway project without increasing the budget. The Department and City agreed to its addition.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects. If not specified, Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

4

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Antonio (Nery) Juarbe Pol Airport (ABO) Rehabilitation of Runway 8-26, Arecibo, PR	PROFESSIONAL SERVICES	CONSTRUCTION (if Applicable)
	2016	2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Puerto Rico Ports Authority	b. POINT OF CONTACT NAME Romel Pedraza, P.E., Assistant Executive Director	c. POINT OF CONTACT TELEPHONE NUMBER 787.729.8715 rpedraza@prpa.pr.gov
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Kimley-Horn provided engineering services for the rehabilitation of Runway 8-26 via mill and overlay of 6,250 tons of bituminous asphalt.

Antonio (Nery) Juarbe Pol Airport (ABO) is located in Arecibo, PR roughly 45 miles west of San Juan and 9 miles north of the Arecibo Radio Telescope Observatory. Runway 8-26 is 3,963 feet x 60 feet and is ABO's only runway. The scope of work included analysis of the runway's existing pavement to determine milling depths and capacity, design of a typical section to accommodate the airport's existing fleet mix, and design of an asphalt interlayer to bridge existing cracks which could not be milled out and prevent them from reflecting through the new asphalt. Responsible for asphalt (P-401) pavement design, grading, cross sections, profile, afield marking, project phasing, opinion of cost, development of technical specifications, and engineer's report. Kimley-Horn led the construction phase services which included: reviewing contractor's work for conformance with the contract documents, reviewing and responding to requests for information, amending contract documents, and reviewing material test results.

Project Cost: \$586,000 Construction Cost: \$1.3 million



Lesson's Learned and How These Could Be Applied to the Proposed Project:

The scope of work included analysis of the runway's existing pavement to determine milling depths and capacity, design of a typical section to accommodate the airport's existing fleet mix, and design of an asphalt interlayer to bridge existing cracks which could not be milled out and prevent them from reflecting through the new asphalt.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION (City and State) Plantation, Tampa, and Orlando, FL	(3) ROLE Prime
b.	(1) FIRM NAME NV5 Geospatial	(2) FIRM LOCATION (City and State) Dulles, VA	(3) ROLE Subconsultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects. If not specified, Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

5

21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Elko Regional Airport (EKO), Runway 5-23 Rehabilitation, Elko, NV		PROFESSIONAL SERVICES 2014	CONSTRUCTION (if Applicable) 2014
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER City of Elko	b. POINT OF CONTACT NAME Jim Foster, Airport Manager	c. POINT OF CONTACT TELEPHONE NUMBER 775.777.7194 jfoster@elkocitynv.gov	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

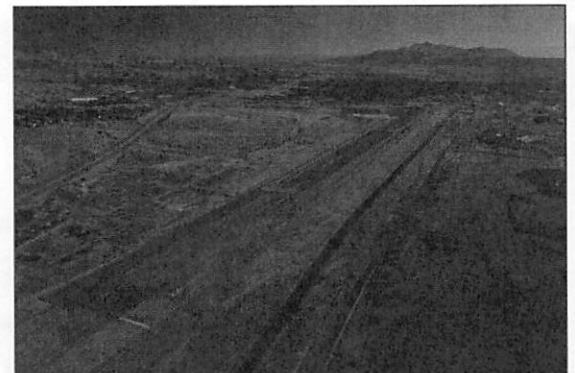
Kimley-Horn was selected for the Elko Regional Airport On-Call contract, which consisted of the following task orders:

Runway 5-23 Rehabilitation (now 6-24). Kimley-Horn prepared a complete design of this project, packaged that design into two different bid sets, and successfully bid phase 1 and phase 2. Kimley-Horn also provided construction management services during the construction of phase 1. This project consisted of milling existing asphalt concrete (AC) runway pavement and placing new AC pavement. Paving included approximately five inches of AC in the middle 85 feet and 2.5 inches of AC 32.5 feet left and right of the middle 85 feet. The west side fillet of Taxiway E was increased in order to accommodate a 200' turning radius for a B-737-800 and the west side fillet of Taxiway H was increased in order to accommodate a 175' turning radius, which was consistent with the other non-exit taxiways (Taxiways F and G). New 25-foot runway shoulders and 20-foot taxiway shoulders were constructed where there are none. The electrical lighting and signage system was designed to allow for the isolation of the taxiway edge lights from the airfield guidance signage, provide for new electrical circuits, conduits, and the installation of new runway edge lights. A new pavement surface sensor system was designed. The existing FAA-owned Medium Intensity Approach Lighting System (MALSR) was relocated to conform to the FAA specifications and included snowplow rings for ease of maintenance. Runway markings and signage was reestablished/marked per FAA Advisory Circulars. All new signs use LED fixtures. Kimley-Horn designed this project to take advantage of FAA design exceptions for airports with snow removal operations that allow striated markings, thereby saving on the amount of paint that needed to be applied or re-marked.

Movement Area Pavement Maintenance. This project consisted of pavement maintenance to all airfield pavements. Kimley-Horn evaluated the pavement and developed and coordinated maintenance solutions with Airport management and staff. Several alternatives were analyzed to maximize available funding and stay within budget.

Runway 5-23 Obstruction Removal – Phases 1 and 2. This project removed several objects that were not in compliance with FAA Advisory Circular 150/5300-13 standards for Runway Safety Area (RSA).

Reconstruct Terminal Ramp – Phases 1-3. For phase 1 of this project, Kimley-Horn prepared construction documents for the removal and replacement of 525 square yards of the PCCP commercial ramp. For phase 2, Kimley-Horn prepared construction documents for the removal and replacement of 1,900 square yards of the PCCP commercial ramp. Phase 3 of this project consisted of removal and replacement of approximately 3,250 square yards of PCCP and the removal of approximately 3,150 square yards of PCC taxiway pavement and replacement with AC pavement.



ARFF Enclosure. The new ARFF Building was constructed adjacent to the north edge of the Terminal Building Ramp. The building was 4,800 square feet with parking capacity for three vehicles, two offices, and one restroom. Water, sewer, power, and gas utilities have been run to the building. An AC driveway was constructed to connect the building with the terminal ramp.

Taxiway A Relocation. Kimley-Horn prepared construction documents for the relocation of the parallel taxiway for the main runway. The existing taxiway-runway separation did not meet FAA criteria. Kimley-Horn worked with the Airport and the FAA (Burlingame) to secure the grants needed to fund the project.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION (City and State) Plantation, FL	(3) ROLE Prime

Elko Regional Airport (EKO), Runway 5-23 Rehabilitation (renamed to 6-24), Elko, NV

Lesson's Learned and How These Could Be Applied to the Proposed Project:

Kimley-Horn was tasked with the preliminary engineering and investigation of distresses within the runway asphalt pavement structure. The runway surface was deteriorating, and foreign object debris (FOD) was an increasing problem on the runway. The City desired to determine the cause of the pavement failures and develop a plan for repairs within available FAA funding.

Preliminary engineering focused on pavement and subgrade investigations. Construction methods were developed to minimize runway closure while repairing the runway pavement structure and re-establishing the cross slope of the runway. Final plans, specifications and estimate were prepared for the preferred solution which consisted of reusing the existing material to the maximum extent possible. The asphalt pavement was milled to different depths, depending on the level of pavement distress observed in the pavement investigations. The asphalt millings were incorporated into the infields as base for new asphalt shoulders. New P-401 pavement was installed to restore the FAA required cross slope and profile of the runway.

Phasing plans were prepared to maximize the available FAA funding and maintain a usable runway for the duration of the project. Throughout this project, Kimley-Horn worked with the City to obtain stakeholder/tenant input and provide status updates to the stakeholders.

Kimley-Horn also provided construction services. These services include construction management and administration, on-site observation, review of contractor material submittals, and weekly construction meetings.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects. If not specified, Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION (City and State) Luis Munoz Marin International Airport (SJU), Continuing Professional Services Contract Carolina, PR	22. YEAR COMPLETED <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">PROFESSIONAL SERVICES Ongoing</div> <div style="width: 35%;">CONSTRUCTION (if Applicable)</div> </div>	
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Aerostar Airport Holdings, LLC	b. POINT OF CONTACT NAME Luis Faure, P.E., MEM, Planning & Development Director	c. POINT OF CONTACT TELEPHONE NUMBER 787.289.7240 Ext. 2702 luis.faure@aerostarairports.com
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		

Kimley-Horn Puerto Rico, LLC is under contract to provide professional engineering services for the Luis Muñoz Marín International Airport. Services include the following:

Runway 8-26 and Taxiway H Rehabilitation. Kimley-Horn was selected to rehabilitate failing pavement sections of Taxiway H and Runway 8-26. Runway 8-26 was narrowed from 200 feet to 150 feet to comply with the current FAA Advisory Circulars. The connector taxiways to Runway 8-26 were extended to meet the new pavement configuration. The rehabilitation included new asphalt pavement sections, runway and taxiway lighting, runway and taxiway signage, new airfield cables, airfield markings, and relocated FAA PAPI system. Additionally, some runway incursion mitigation steps were taken such as painting and lighting expansive pavements and blocking direct access to the runway from the adjacent apron. **Project Cost: \$1.5 million**

Rehabilitation of Runway 8-26. The project consisted of the rehabilitation design of the center 9,300 feet of Runway 8-26, the taxiway connectors, and electrical work. The project included the mill and overlay of asphalt pavement on the runway and concrete rehabilitation work on the taxiway connectors as well as associated lighting and electrical work, pavement markings, grading, phasing as well as cost estimates, technical specifications, and bidding assistance. This project was completed in 2018. **Project Cost: \$2.7 million**

Apron 6 Rehabilitation. Apron 6 is approximately 115,000 SF and is used by freight carriers primarily. Our team conducted pavement visual inspections to locate all the distresses within the limits of reconstruction and develop construction documents. The project included survey, geotechnical investigation, subsurface utility exploration, specifications, design, and preparation of construction plans, bid and permitting services. **Project Cost: \$1.5 million**

Safety Management System Implementation. Kimley-Horn led the implementation of a Safety Management System (SMS) with a goal of helping to foster a safety culture at SJU in which safety issues are proactively addressed and mitigated, and follow-up actions are actively monitored, as well as help anticipate the future FAA requirements on airport SMS once rulemaking becomes final. Components of this project include a gap analysis, SMS manual development, information reporting structure, overall program implementation, and recommendations on SMS training objectives and content. **Project Cost: \$148,500**

Runway 10-28 Pavement Improvements. The project consisted in the pavement maintenance and repair for Runway 10-28. Runway 10-28 is the southernmost of the two runways at SJU and is 8,016 feet in length and 150 feet in width. KHPR designed the pavement improvements for the runway pavement which consists of 16 inches of Portland Cement Concrete (PCC), and two 200-foot Hot Mix Asphalt (HMA) blast pads. **Project Cost: \$158,820**



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION (City and State) Plantation, Orlando, and Tampa, FL	(3) ROLE Prime

Luis Munoz Marin International Airport (SJU), Continuing Professional Services Contract, Carolina, PR

Lesson's Learned and How These Could Be Applied to the Proposed Project:

In early 2014, Kimley-Horn was selected for the rehabilitation of Runway 8-26. The runway was last rehabilitated in 1997 and the pavement has since deteriorated, showing longitudinal cracking, grooving degradation and raveling. Its current PCI (pavement condition index) had dropped to 65, below the minimum requirements, with several areas of the runway showing a much lower PCI of 40 to 50, making the rehabilitation a priority.

Kimley-Horn proposed a very carefully designed phasing plan to allow for minimum impact to airport operations. During that process, an eight-point consideration of continuous closure vs. off-peak closure was presented to the airport. The considerations included potential weather-related delays, construction cost, impact to users and to staff, as well as quality of the work. The two options offered a different length of runway closure. Kimley-Horn recommended a continuous closure approach, which the airport agreed with.

In 2020, Kimley-Horn was selected to rehabilitate failing pavement sections of Taxiway H and Runway 8-26. The connector taxiways to Runway 8-26 were extended to meet the new pavement configuration. The rehabilitation included new asphalt pavement sections, runway and taxiway lighting, runway and taxiway signage, new airfield cables, airfield markings, and relocated FAA PAPI system. Additionally, some runway incursion mitigation steps were taken such as painting and lighting expansive pavements and blocking direct access to the runway from the adjacent apron.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

7

21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Fort Lauderdale Executive Airport (FXE) General Aviation Engineering Consultant Services Contract Fort Lauderdale, FL		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if Applicable)
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
City of Fort Lauderdale	Rufus James, Airport Director	954.828.4969 rjames@fortlauderdale.gov	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

Under multiple contracts, Kimley-Horn has served as a general consultant to the City of Fort Lauderdale for FXE for more than 20 years.

The following is a list of some of the projects which have been assigned under these contracts, the Runway 8-26 project was not assigned under the current contract.

Fort Lauderdale Executive Airport (FXE) Runway 8-26 Rehabilitation and Taxiway Hotel Relocation. Kimley-Horn provided design and construction phase services for the rehabilitation of primary Runway 8-26, construction of paved shoulders and blast pads, and the relocation of Taxiway Hotel. Runway closure was a sensitive issue because this is the only runway capable of handling larger corporate jets based at the Airport. Prior to completing the construction plans, Kimley-Horn's aviation staff met with several local contractors to understand the issues they would face with the various phasing options being considered; proper phasing was important to complete the project on schedule. Kimley-Horn surveyed the tenants and other stakeholders to find the issues most of concern and based on their input, the team made the following recommendation: a 10-day closure of the primary runway overlapping with weekend closure of the entire airport while the intersection with Runway 13-31 was paved. During the closure, the Kimley-Horn engineering staff was onsite 24 hours every day to quickly respond to any potential construction issues.



Project Manager Tom O'Donnell, P.E. observed this project in 2004

Taxiway Intersection Improvement Project. The existing taxiways Hotel and Quebec connect existing aprons, located south of Taxiway Echo, directly to Runway 9-27. Kimley-Horn was selected to bring these areas of the airport into compliance with updated Advisory Circular's changes. Kimley-Horn prepared plans, specifications, and other contract documents to demolish sections of Taxiways H and Q, construct a new connecting taxiway with no direct access to RW 9-27, and correct geometric elements of Taxiways H and Q which were scheduled to remain. Taxiways will also be renamed to comply with FAA Engineering Brief 89. Services included contract administration services during construction and airport GIS surveying. Design was completed in 2021. Construction is ongoing.

Airfield Signage Replacement Project. The airport's airfield signage system was illuminated by incandescent lighting. Kimley-Horn prepared contract documents to convert the system from conventional to LED lighting. The design consists of preparing plans, specifications, and other contract documents for the removal and replacement of the signage system. The construction will be performed under seven phases with contract administration services. Additionally, most of the taxiways will be renamed to comply with FAA standards. Design was completed in 2021. Construction was completed in 2021.

Master Drainage/Conceptual Environmental Resources Permit (ERP) Project. The purpose of the ERP is to conceptually approve the design concepts of a phased development master plan for a surface water management system, so long as the general guidelines set forth in the ERP are upheld. The scope included pre-design services, existing utility coordination, stormwater modeling, schematic plans, conceptual design permit plans, and permitting. Completed in 2020.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION (City and State) Plantation, Orlando, and Tampa, FL	(3) ROLE Prime
b.	(1) FIRM NAME Dickey Consulting Services, Inc.	(2) FIRM LOCATION (City and State) Fort Lauderdale, FL	(3) ROLE Subconsultant
c.	(1) FIRM NAME NV5 Geospatial	(2) FIRM LOCATION (City and State) Dulles, VA	(3) ROLE Subconsultant
d.	(1) FIRM NAME Quantum Electrical Engineering, Inc.	(2) FIRM LOCATION (City and State) Coral Springs, FL	(3) ROLE Subconsultant
e.	(1) FIRM NAME Tierra South Florida, Inc.	(2) FIRM LOCATION (City and State) West Palm Beach, FL	(3) ROLE Subconsultant

Fort Lauderdale Executive Airport (FXE) General Aviation Engineering Consultant Services Contract Fort Lauderdale, FL



Burrowing Owl - Environmental Services. Several active and inactive burrowing owl nests were located within the proposed construction limits for the Taxiway Foxtrot Relocation and Taxiway Intersection projects. In an effort to protect the owls, Kimley-Horn was tasked to perform a 100% Burrowing Owl Survey, permit the relocation of active nests, and excavate burrows in areas in conflict with future airport construction. The limits of this project were the area near Taxiway Foxtrot east of old Taxiway Golf and the area south of Runway 9-27 between Taxiways Hotel and Quebec. Services are ongoing.

Projects Cost: \$1 million for all of the projects

Lesson's Learned and How These Could Be Applied to the Proposed Project:

Runway closure was a sensitive issue because this is the only runway capable of handling larger corporate jets based at the Airport. Prior to completing the construction plans, Kimley-Horn's aviation staff met with several local contractors to understand the issues they would face with the various phasing options being considered. Proper phasing was not only important in terms of their ability to complete the project on schedule—but could also have cost impacts as well.

Kimley-Horn surveyed the tenants and other stakeholders to find the issues most important to them. Based on their input, the team ranked the phasing options and made the following recommendation: a 10-day closure of the primary runway overlapping with weekend closure of the entire airport while the intersection with Runway 13-31 was paved. During the critical 10-day closure, Kimley-Horn engineering staff was on-site 24 hours per day to quickly respond to any construction issues that might arise.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects. If not specified, Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

8

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Naples Municipal Airport (APF) Runway 5-23 Rehabilitation, Naples, FL	PROFESSIONAL SERVICES 2010	CONSTRUCTION (if Applicable) 2010

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Naples Airport Authority	b. POINT OF CONTACT NAME Kerry Keith, Sr. Director of Airport Development and Facilities	c. POINT OF CONTACT TELEPHONE NUMBER 239.643.0733 kkeith@flynaples.com

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Naples Airport Authority selected Kimley-Horn as its airfield pavement consultant in March 2008.

For our initial assignment, we completed a comprehensive structural analysis of all airfield pavement components, including runways, taxiways, and aircraft parking aprons. A multiyear, staged program of rehabilitation and replacements was recommended and subsequently adopted by the Authority at its November 2008 board meeting. Rehabilitation of all existing pavements was anticipated to cost nearly \$20 million over the next five to six years. Other recommended alternative modifications and airfield improvements would increase that cost by an additional \$8 million.



Rehabilitation of Runway 5-23. Runway 5-23 is the primary runway at Naples Municipal Airport. Rehabilitation was performed by mill and overlay of this existing 5,290-foot by 150-foot bituminous asphalt runway.

Specific project components included:

- » Pavement mill and overlay of approximately 5,000 feet of Runway 5-23, portions of Runway 14-32 and Runway 5-23 connecting taxiways, and approximately 650 feet of Taxiway Delta
- » Installation of reinforcement mesh on 1,400 feet of Runway 5-23 to help retard reflective cracking
- » Runway lighting and signage improvements
- » Erosion control: runway grooving
- » Pavement markings

The project was bid in April 2010 and received 95 percent FAA funding. This project was performed on a two-week, 24-hour construction phase in October 2010. Kimley-Horn provided resident project representative (RPR) services throughout the construction of the project.

Project Cost: \$3 million

Lesson's Learned and How These Could Be Applied to the Proposed Project:

The rehabilitation was performed by mill and overlay of this existing 5,290-foot by 150-foot bituminous asphalt runway. Specifically, the pavement mill and overlay of approximately 5,000 feet of Runway 5-23, portions of Runway 14-32 and Runway 5-23 connecting taxiways, and approximately 650 feet of Taxiway Delta. Reinforcement mesh was installed on 1,400 feet of Runway 5-23 to help retard reflective cracking; for erosion control, runway grooving was incorporated. Additionally, runway lighting, signage improvements, and pavement markings. Kimley-Horn provided resident project representative services throughout the construction of the project. This project was performed and completed on a two-week, 24-hour construction phase in October 2010.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION (City and State) Plantation, FL	(3) ROLE Prime
b.	(1) FIRM NAME Hillers Electrical Engineering, Inc.* (Quantum Electrical Engineering, Inc.)	(2) FIRM LOCATION (City and State) Coral Springs, FL	(3) ROLE Subconsultant

***The Hiller's team is now Quantum Electrical Engineering**

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects. If not specified, Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

9

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Daytona Beach International Airport (DAB), Taxiway Y, W2, and E2, Daytona Beach, FL	PROFESSIONAL SERVICES 2012	CONSTRUCTION (if Applicable) 2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Volusia County	b. POINT OF CONTACT NAME Karen Feaster Airport Director	c. POINT OF CONTACT TELEPHONE NUMBER 386.248.8030 ext. 18304 kfeaster@flydab.com
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Kimley-Horn provided design, bidding, and construction phase services for the construction of Taxiways Y, W2, and E2 at the Daytona Beach International Airport—approximately 12,000 SY of new bituminous P-401 pavement. Design elements included reducing the confusion related to the signage at the intersection of Taxiway Whiskey and Taxiway Sierra by adding signage and markings, constructing a cutover Taxiway Y connecting Taxiway S and W, and relocating Taxiways W2 and E2.

Prior to construction, Kimley-Horn led a detailed discussion covering the project's complete scope of work. The work would require the closing of Runway 16-34 (the airport's crosswind runway) and parallel Taxiways W and E (critical taxiways that are the only connection between the north and south sides of the airfield). Accordingly, Kimley-Horn paid careful attention to the project's phasing. Special attention was given to the contractor's hours of operation, schedule for work (including what infrastructure would be closed and when), the airport's requirements for closing infrastructure, and the current Advisory Circular for Operational Safety on Airports during construction. Kimley-Horn also walked attendees through the recent changes to the AC 150/5370-2F. Kimley-Horn also participated in a stakeholder's meeting that was attended by representatives from FAA, FDOT, airlines, Embry-Riddle Aeronautical University, NASCAR, Sheltair (FBO), ATP Jet Center (FBO), and others. During the meeting, Kimley-Horn led discussions regarding the project's scope of work and phasing.



Once Notice to Proceed was given to the contractor, Kimley-Horn's responsibilities included reviewing and responding to Requests for Information (RFIs), reviewing shop drawings and submittals, reviewing change order requests, performing periodic field visits to review conformance with contract documents, completing FAA quarterly progress reports, and attending construction coordination meetings.

During the construction of Taxiway E2, the contractor unearthed several large tree trunks while preparing the taxiway's base for construction. This was an unforeseen field condition which required immediate attention as the contractor could not proceed until the issue was resolved. Upon being notified, Kimley-Horn traveled on a Sunday evening to Daytona to be on site first thing on Monday morning to tour the found condition and determine a solution. Ultimately, Kimley-Horn decided that the best and most economical solution would be to excavate and remove the organic material and replace it with clean fill. The field directive required revisions to plans, including regrading certain areas where the organic material was found. Similarly, clay was found while the contractor was excavating to construct the connections of Taxiways W2 and E2 to Runway 16-34. The material was poor construction material and Kimley-Horn determined that the most economical method for correcting the existing condition was to excavate and remove the clay. **These two construction issues were resolved quickly with minimal impacts to construction schedule and cost. They serve as examples of Kimley-Horn's dedication to resolving construction issues immediately and ensuring that projects stay on schedule.**

Construction Cost: \$1.6 million **Project Cost:** \$83,400

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION (City and State) Plantation and Orlando, FL	(3) ROLE Prime
b.	(1) FIRM NAME Hillers Electrical Engineering, Inc.* (Quantum Electrical Engineering, Inc.)	(2) FIRM LOCATION (City and State) Coral Springs, FL	(3) ROLE Subconsultant

***The Hiller's team is now Quantum Electrical Engineering**

**Daytona Beach International Airport (DAB), Taxiway Y, W2, and E2,
Daytona Beach, FL**

Lesson's Learned and How These Could Be Applied to the Proposed Project:

Prior to construction, Kimley-Horn led a detailed discussion covering the project's complete scope of work. The work would require the closing of Runway 16-34 (the airport's crosswind runway) and parallel Taxiways W and E (critical taxiways that are the only connection between the north and south sides of the airfield). Accordingly, Kimley-Horn paid careful attention to the project's phasing. Special attention was given to the contractor's hours of operation, schedule for work (including what infrastructure would be closed and when), the airport's requirements for closing infrastructure, and the current Advisory Circular for Operational Safety on Airports during construction.

During the construction of Taxiway E2, the contractor unearthed several large tree trunks while preparing the taxiway's base for construction. This was an unforeseen field condition which required immediate attention as the contractor could not proceed until the issue was resolved. Upon being notified, Kimley-Horn traveled on a Sunday evening to Daytona to be onsite on Monday morning to tour the found condition and determine a solution. Kimley-Horn decided that the best and most economical solution would be to excavate and remove the organic material and replace it with clean fill. The field directive required revisions to plans, including regrading certain areas where the organic material was found. Similarly, clay was found while the contractor was excavating to construct the connections of Taxiways W2 and E2 to Runway 16-34. The material was poor construction material and Kimley-Horn determined that the most economical method for correcting the existing condition was to excavate and remove the clay. These two construction issues were resolved quickly with minimal impacts to construction schedule and cost. They serve as examples of Kimley-Horn's dedication to resolving construction issues immediately and ensuring that projects stay on schedule.

Project Cost: \$83,400 **Construction Cost:** \$1.6 million

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects. If not specified, Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

10

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Punta Gorda Airport (PGD), Runway 4-22 Rehabilitation and Reconstruction, Charlotte County, FL	PROFESSIONAL SERVICES 2022	CONSTRUCTION (if Applicable) 2023

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Charlotte County	b. POINT OF CONTACT NAME Ron Ridenour, Airport Engineer	c. POINT OF CONTACT TELEPHONE NUMBER 941.639.1101 Ext. 129 rridenour@flypgd.com
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Kimley-Horn provided professional consulting services for Runway 4-22, PGD's longest of the three runways at 7,193 feet long and is the primary runway used by commercial airliners.

The 4-22 runway was constructed in the 1940s and has endured decades of takeoffs and landings, so the center portion of the runway must be removed and reconstructed along its entire length. The remaining portion of the runway will be milled and resurfaced. Both portions of the runway will be paved with asphalt and grooved and painted with runway markings. New blast pads also will be constructed at each end of the runway and new energy-efficient lighting will be installed.

Kimley-Horn is responsible for all management and technical aspects of this project. With an in-house production crew, the contact documents were delivered to the Punta Gorda Airport under budget and on time. We also coordinated and scheduled the field survey and geotechnical investigation required for design.

This design required the submission of plans, specifications, and engineer's estimate for the 30%, 60%, 90%, and final design. During each design phase, Kimley-Horn kept the Airport informed of project status and issues at the regularly held meetings.

The most critical design element was the project's construction safety and phasing. Since Runway 4-22 intersects Runway 15-33, construction activities in this critical area were scheduled over a seven-day, 24/7-hour period.

PGD received \$14,761,954 in funding from the Federal Aviation Administration (FAA) for the rehabilitation and reconstruction of Runway 4-22.

Project Cost: \$652,844 Construction Cost: \$14.7 million

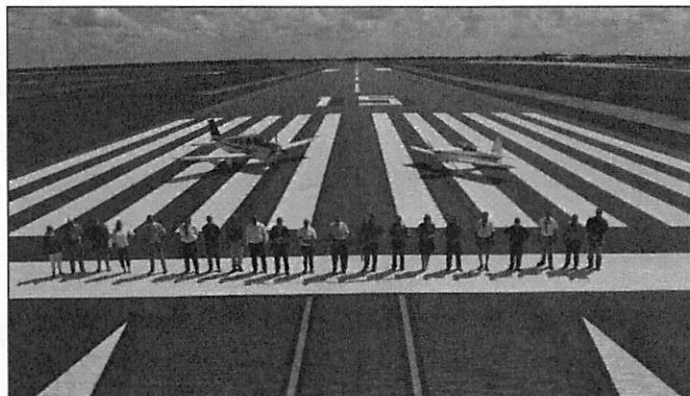


Photo of Runway 15

Lesson's Learned and How These Could Be Applied to the Proposed Project:

The most critical design element was the project's construction safety and phasing. Runway 4-22 intersects Runway 15-33. Construction activities in this critical area were scheduled over a seven-day, 24/7-hour period.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION (City and State) Plantation, Orlando, and Tampa, FL	(3) ROLE Prime
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G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Tom O'Donnell, P.E.	Project Manager	X	X	X	X	X	X	X	X	X	X
Carlos Maeda, P.E.	Principal-in-Charge	X	X	X	X		X	X		X	X
Paul Piro, P.E.	Quality Control Manager	X	X				X	X		X	X
Kevin Scott, E.I.	Airside Civil Design; CPS	X	X	X			X	X			
Hassan Osman	Airside Civil Design	X	X	X			X	X			
Carlos Florian, P.E.	Drainage							X			
Stefano Viola, P.E.	Drainage			X				X			
James Howell, P.E.	Pavement Design			X			X	X			
Paul Reit, P.E.	Pavement Design	X		X			X	X			
Pablo Auffant, P.E.	Grant Support Services										
Tori Bacheler, PWS	Environmental			X				X			
Briana Hazel	Environmental							X			
Andrew Scanlon	Airport GIS Services			X							
Brown & Phillips, Inc.	Surveying			X				X			
Dickey Consulting Services, Inc.	DBE Support; Grant Support	X						X			
NV5 Geospatial	Airport GIS Services	X	X	X	X		X	X			
Quantum Electrical Engineering, Inc.	Airfield Electrical; CPS	X	X					X	X		
Tierra South Florida, Inc.	Geotechnical Services	X	X	X				X			

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Fort Lauderdale-Hollywood International Airport (FLL), Rehabilitation of North Airfield Pavements, Engineered Material Arresting System Beds, and RIM	6	Luis Munoz Marin International Airport (SJU), Continuing Professional Services Contract
2	Treasure Coast International Airport (FPR) and Business Park Engineering and Planning Services	7	Fort Lauderdale Executive Airport (FXE) General Aviation Engineering Consultant Services Contract
3	Belle Glade State Municipal Airport (X10), General Engineering Services	8	Naples Municipal Airport (APF) Runway 5-23 Rehabilitation
4	Antonio (Nery) Juarbe Pol Airport (ABO) Rehabilitation of Runway 8-26	9	Daytona Beach International Airport (DAB), Taxiway Y, W2, and E2
5	Elko Regional Airport (EKO), Runway 5-23 Rehabilitation	10	Punta Gorda Airport (PGD), Runway 4-22 Rehabilitation and Reconstruction

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Kimley-Horn is recognized nationwide for the quality of our work environment, for our stature as a business enterprise, and for the outstanding work of our consulting staff. Here are just a few of our Florida Aviation success stories.

- » **2021** – American Concrete Paving Association (ACPA), Silver National Award of Excellence: Commercial Service Airports Category, Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport, Rehabilitation of North Airfield
- » **2021** – Florida Department of Transportation (FDOT), Commercial Service Airport Project of the Year, Charlotte County Airport Authority, Punta Gorda Airport, Runway 15-33 Extension and Rehabilitation
- » **2021** – American Council of Engineering Companies (ACEC) Florida (formerly FICE Awards), Engineering Excellence Awards: Honor Award – Category H: Transportation, Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport, Rehabilitation of North Airfield
- » **2020** – Florida Department of Transportation (FDOT), 2020 Commercial Service Airport Project of the Year Award, Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport, Rehabilitation of North Airfield
- » **2020** – Southeast Chapter of the American Association of Airport Executives (SEC-AAAE), Corporate Awards: Commercial Airport Project of the Year – Airfields, Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport, Rehabilitation of North Airfield
- » **2017** – Florida Department of Transportation (FDOT), General Aviation Airport Project of the Year, City of Belle Glade, Belle Glade Municipal Airport, Runway 09-27 Rehabilitation
- » **2016** – Airport Minority Advisory Council (AMAC), Catalyst Award: Airport AEC Innovation and Inclusion Award (Architectural, Engineering, Construction), Kimley-Horn Corporate Firmwide Award
- » **2016** – American Association of Airport Executives (AAAE), Corporate Cup of Excellence Award: Large Enterprise, Kimley-Horn Corporate Firmwide Award
- » **2016** – City of Fort Lauderdale, Community Appearance Award: Outstanding Achievement for Urban Design Sustainability, City of Fort Lauderdale, Fort Lauderdale Executive Airport, Customs and Border Protection Facility. Kimley-Horn was a subconsultant to another firm for airfield work.
- » **2016** – U.S. Green Building Council (USGBC) South Florida Region, Leadership in Energy and Environmental Design (LEED) GalaVerde Award for Most Outstanding Construction Project: Public Category, City of Fort Lauderdale, Fort Lauderdale Executive Airport, Customs and Border Protection Facility. Kimley-Horn was a subconsultant to another firm for airfield work

FORTUNE 100 BEST COMPANIES TO WORK FOR®

2022

Kimley-Horn #22

Additional Recognitions:



2022
People Magazine
Companies
that Care



2022
Best Workplaces
for Millennials



2022
Top Companies
United States

Tab 5 — 4.2.5 Approach to Scope of Work

This project requires skilled professionals with acute attention to detail and structured to effectively communicate and interact among all parties involved. We have selected a Project Manager who you know well, **Tom O'Donnell, P.E.**, is a "hands-on" leader, who will listen, respond to your needs, and execute this project efficiently. Supporting Tom, and beyond those listed in the organizational chart, is the depth of resources available within Kimley-Horn. **Our purpose is to serve the City of Fort Lauderdale and FXE effectively to ensure a smooth and issue-free experience. This is our Team's #1 goal.**

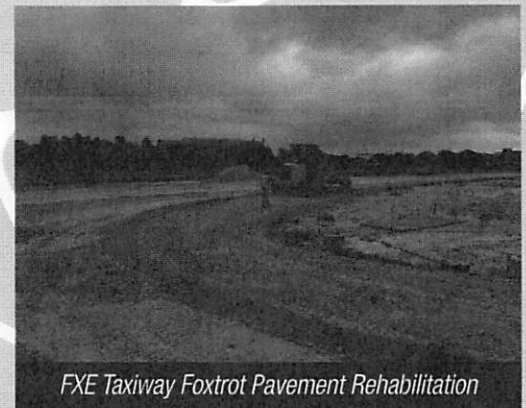
To that end, the success of this project is contingent upon FXE hiring an experienced team of professionals with a successful track record in Airport development, as well as industry-proven procedures in the approach to the planning and design of airside projects from conception through completion. The Kimley-Horn team is collectively committed to providing these quality professional services, and we will be focused on meeting the specialized needs of this assignment.

The Rehabilitation of Runway 9-27 has aspects of its scope of work that are particular to this project. We know this because we were the Engineers-of-Record the last time this runway was rehabilitated in 2004 along with the taxiway system that supports it. We also learned a lot from you because, in preparation for this solicitation, we have met with the Airport's staff and thoroughly discussed your needs, goals, and objectives as they relate to the project.

Additionally, we reviewed our internal records from the 2004 Rehabilitation of Runway 8-26 (currently 9-27), visited the site, reviewed the runway's pavements and the latest FDOT Airfield Pavement Management Report, reviewed existing geometry, and have identified specifics within the project for the benefit of FXE. Our written approach to this project begins with these specifics followed by our team's procedural approach for providing the services outlined within the RFQ.

Construction Phasing and Sequencing

Leveraging lessons learned from the 2004 Rehabilitation of Runway 8-26 (currently 9-27) and working closely with the Airport staff, Kimley-Horn will develop construction phasing and sequencing plans which will both minimize the closure schedule for the runway and minimize impacts to Airport user operations. Access for Airport users and emergency vehicles (such as the ARFF truck) to cross the construction limits will be provided at all times. Runway 9-27 is the primary runway at FXE receiving the vast majority of operations. Accordingly, returning it to active operation is of paramount importance. Similarly, because the crosswind Runway 13-31 intersects Runway 9-27, care must be taken to minimize the schedule of activities in this area as this work will require the full closure of the Airport. A strong phasing and sequencing plan was developed for the 2004 rehabilitation project. We will use this plan as a starting point for this new project. Obviously, several things at the Airport have changed over the last 19 years, so the plan will be modified to suit current Airport use.



FXE Taxiway Foxtrot Pavement Rehabilitation

Throughout the design, early and frequent engagement with stakeholders (Airport staff, Airport tenants, FAA, FDOT, and ATCT staff) will guide the approach to project construction phasing. In addition to our close relationships with Airport staff, Kimley-Horn maintains strong relationships with key Airport tenants (Banyan Air Services; Sheltair; Atlantic Aviation; W Aviation FBO; Southeast Toyota and the JM Family; and the Fort Lauderdale Executive Jet Center), the FAA's program management team (Vernon Rupinta, Engineer; Marisol Elliott, Planner; and Peter Green, Environmentalist), FDOT's District Four program management staff (Laurie McDermott, Aviation Coordinator), and the FXE FAA ATCT staff (including Sid Cooley, Tower Chief). Our close relationships with these entities gives us an excellent understanding of their respective needs, goals, and objectives—unparalleled by any other consultant.

Advantages: With Kimley-Horn, you get a team of consultants who will have no learning curve. We will develop a phasing and sequencing plan which harmoniously fits the needs of your Airport. We have the institutionalized knowledge to develop well-coordinated documents which will minimize the inconveniences which your users will feel during construction—because we understand how they operate and know what their needs are. You will have a team that you know and trust to easily communicate with your users because we have been working with them for years. Additionally, your staff can rest assured that, based on our years of experience working at the Airport, we will minimize construction issues and ensure that the opening of your critical Airport infrastructure will not be delayed.

Connecting Taxiway Geometry

In 2012, the FAA issued revisions to Advisory Circular 150/5300-13 "Airport Design" which provided new criteria for pavement geometry for intersecting taxiways. In general, the criteria changed the required geometry from a radial design to a more angular configuration to ultimately make pavement construction more economical. These changes have remained in place through the current version of the "Airport Design" Advisory Circular. Several of the taxiways which connect to Runway 9-27 require geometric updates to bring them into conformance with current FAA standards. FXE's staff is well aware of these taxiways as we have been having an ongoing conversation regarding their improvement for several years. However, the challenge has always been that updating the geometry is invasive and would require closure of Runway 9-27 during times which were not convenient to the Airport staff and users. With the implementation of the Runway 9-27 Rehabilitation project, now would be an excellent time to take advantage of the required runway closures to address the geometry matters. Provided there is sufficient funding, Kimley-Horn recommends updating the geometry of Taxiway Lima, Papa, F5 (connection to Runway 13-32), Alpha, Hotel, Bravo (south of RW 9-27), Golf, November (south of RW 9-27), Delta (south of RW 9-27), and Charlie. It is our understanding that Taxiways Bravo (north of RW 9-27) and Quebec will not require geometric updates as they are scheduled to be realigned under a separate project. Additionally, the geometry of Taxiways Delta (north of RW 9-27), November (north of RW 9-27), and Sierra were previously updated by Kimley-Horn under the Taxiway Foxtrot Relocation project.

Advantage: Kimley-Horn has recently completed updating the geometry of Taxiways Delta (north of RW 9-27), November (north of RW 9-27), and Sierra under the Taxiway Foxtrot relocation project. From an engineering, fiscal, and schedule perspective, we understand exactly what needs to be done to update the remaining taxiways and how this work will impact the runway.

Preserve the Interlayer

The last major rehabilitation of Runway 9-27 (formerly 8-26) occurred in 2004. At that time, the runway received a mill and overlay. The typical milling depth addressed critical pavement distresses and the overlay increased the strength of the runway's pavements to address predicted changes to the Airport's fleet mix and number of operations. This rehabilitation occurred over a length of approximately 6,000 feet. As our team examines rehabilitation strategies, it is important to recognize the value of the past rehabilitation. At that time, Civil Engineer-of-Record **Dave Bardt, P.E.** included a crack retardant interlayer. This interlayer inhibits moisture from penetrating from above and below the pavement structure. Mr. Bardt's intent was to use this material for all portions of the runway that received a mill and overlay. However, due to inefficiencies by the contractor in the material's installation, compounded with high levels of precipitation, the interlayer was only placed in a specific area of the project. As a young engineer, our Project Manager, **Tom O'Donnell, P.E.**, was given the opportunity to observe the 2004 rehabilitation project, including the installation of this material. Based on this experience, he knows the specific horizontal and vertical locations of this material. Our team will use this information to preserve the interlayer as part of the overall rehabilitation strategy for Runway 9-27.



Advantages: While it is possible to mill the interlayer, this should be avoided at all costs. We have observed other projects, which were not designed by Kimley-Horn, where an unforeseen interlayer was encountered and bisected by the milling operation. The existing material did not mill uniformly. The results of this activity created major impacts to the project schedule and required additional milling to rectify the matter. This issue greatly extended the time required to close this particular Airport's runway. Having firsthand knowledge regarding the location of this material mitigates the potential for an unforeseen project issue. In turn, this will help keep the project on schedule and under budget.

Stormwater Improvements

In 2018, a Master Drainage Plan was developed for the Airport, which identified recommended dry retention drainage improvements throughout the airfield. Some of the proposed improvements are located adjacent to Runway 9-27. In conceptualizing an approach to this project, our Project Manager recalled that in the fourth quarter of 2020, unprecedented levels of precipitation descended on South Florida, inundating several portions of the Airport. Some operational impacts were felt by Airport users while waiting for the water levels to recede through percolation. It may be advantageous, should budget be available, to address the Master Drainage Plan's improvements concurrently with Runway 9-27's rehabilitation. Depending on available funding sources, Kimley-Horn could perform the projects as one or separately under the on-call services contract.

Advantages: **1)** The drainage improvements will benefit the overall resilience of the Airport against future inundation which in turn will mitigate unforeseen impacts to Airport operations. **2)** Addressing the drainage improvements concurrently with the runway rehabilitation will allow the Airport to take advantage of the fact that the runway will need to be closed to perform the rehabilitation project. This will minimize impacts to Airport operations as it will eliminate the need for a separate second closure. **3)** Phasing these two sets of improvements concurrently with the same team leading the effort will generate a well-coordinated project(s) which will eliminate coordination errors/omissions and maximize the sequencing and scheduling of the construction. **4)** Kimley-Horn led the effort on behalf of the City to establish the Conceptual Master Permit. The permitting of any drainage improvements will be expedited due to our familiarity with the master permit.

Preliminary Engineering Activities

Completing the phase of the project with an agreed definition of the project and verification of the overall project including schedule and budget is essential. Furthermore, this phase of the project will be the launch of due diligence, utility investigation, topographic survey, geotechnical investigation, field investigations of pavement, electrical systems, and markings. When warranted, our Project Manager, with the appropriate support of specific disciplines, will meet on a pre-application basis with applicable permitting agencies.

Design Kick-Off Meeting and Due Diligence

This phase of the project will commence immediately upon issuance of a notice to proceed (NTP), with a design kick-off meeting to allow for personnel introductions, identify specific stakeholders, and discuss project requirements. At that time, we will address scheduling of field personnel for survey, geotechnical, and other on-site investigations. FXE's applicable record documents, FDOT studies, and other pertinent documentation and information in the vicinity of the project will be thoroughly reviewed in concert with an inventory of existing site features and conditions. Once these investigations and reviews are complete, internally our team will begin the production of the contract documents. Throughout the design, Kimley-Horn will conduct coordination meetings with FXE staff and other appropriate parties at regular intervals to discuss design concepts, issues, and solutions that are best suited to the project requirements.

Project Schedule & Budget Review

Kimley-Horn is committed to providing the expertise and resources necessary to keep these projects on schedule and within budget. A project design schedule showing dates and durations for design components, deliverables/receivables, permits, reviews, and construction will be presented at the design kick-off meeting and submitted to FXE staff for review and concurrence.

Topographic Survey

Using the resources of **Brown and Phillips, Inc.** (MBE), Kimley-Horn will provide direction on the collection of survey data and mapping information needed to analyze the parameters involved with the project. This detailed survey information will serve as the background datum for all of the engineering issues involved with this project. All survey data gathered will be according to FAA's AC 150/5300-16, 17, and 18, and collected using the primary and secondary airport control stations (PACS and SACS) that are setup on the NGS grid to allow for a smooth upload to FAA's Airports-GIS (AGIS) portal. Our team has recent experience adhering to these requirements at FXE.

Technologies such as LiDAR scanning are recommended to minimize the time required for data collection and the closure time necessary for Runway 9-27 and Runway 13-31. Our team has used this approach to survey runways, as it follows the detailed surveying requirements outlined in the new AC 150/5300-16, 17, and 18. The survey will include spot elevations at the centerline, 25-feet either side of centerline, edge of full strength pavement, and edge of shoulder, including the location of all centerline and edge lights. The survey crew will provide this level of detail at 50-foot change in surface elevations, pavement tie-in areas, lights, signs, handholes, etc.

Permanent benchmarks referenced to the USGS vertical datum will be established within the project area. These benchmarks will be placed outside the anticipated limits of construction so that these control points are maintained for use during the construction phase.

Geotechnical/Subsurface Investigation Program

Tierra South Florida, Inc. will carry out the geotechnical/subsurface investigation program. Conventional testing methods (drilled borings, pavement cores, representative material sampling, and laboratory testing) will be used to determine existing subsurface properties. If not available on record, Kimley-Horn recommends pavement cores to verify the depth of wearing and base material. This information will be used to document the construction necessary to perform the mill/overlay, reconstruction (not anticipated), or complete removal of pavements.

Similar to the survey effort, the geotechnical work will require close coordination with the FXE staff. Our team will conduct a coordination meeting with all parties prior to the commencement of field-testing operations. At this meeting, a drilling schedule will be provided, and safety measures and security issues will be discussed. Underground utility information found during the records search will be discussed, and approximate locations will be identified in the field with FXE personnel. Our team will provide full-time supervision of the on-site testing program. The testing program will be coordinated with Airport operations to minimize impacts to aircraft activities. To that end, our team is prepared to execute the geotechnical investigation during night hours if needed.



FXE Runway during pavement inspection 2022

Geotechnical Report

The final engineer's report will document all subsurface investigation information and laboratory test results. The report will include recommendations for soil-related requirements and for determining the pavement design. The geotechnical report will provide the results of all field testing, boring logs, and laboratory results.

Preliminary Construction Safety and Phasing Plan (CSPP)

Kimley-Horn will prepare an outline of the Construction Safety and Phasing Plan (CSPP) and submit it to the FAA. Prior to final design, Kimley-Horn will prepare a complete CSPP that will be incorporated into the contract documents. The contractor must adhere to all FAA safety regulations and Occupational Safety and Health Administration (OSHA) standards.

In 2011, the FAA issued an update to the Advisory Circular for Operational Safety on Airports During Construction, AC 150/5370-2G, which significantly changed the approach to construction on airports. While previous Advisory Circulars and standard practices included safety and phasing plans with safety guidelines, the latest Advisory Circular now requires the preparation of a Construction Safety and Phasing Plan (CSPP), which must be prepared by the engineering consultant(s). Kimley-Horn has prepared CSPPs on numerous projects at airports across the U.S. Once the project is advertised and awarded, the FAA requires the contractor to prepare a safety plan compliance document (SPCD) in advance of the Contractor's NTP. The SPCD documents how the contractor will adhere to the project safety requirements. This is an important component in the overall safety program during each project and cannot be overlooked.

Pavement Design

Kimley-Horn will conduct a detailed visual evaluation of the existing pavement and advise with coring and boring activities. Upon completion of the geotechnical investigation, Kimley-Horn will analyze the existing pavement conditions and proceed with the primary pavement designs. Subsequent activities will include analyzing the data, reviewing the Airport's current and projected future fleet mix and operations, determining the condition of the pavement layers, developing alternative rehabilitation recommendations, and selecting the recommended rehabilitation alternatives. All pavement designs proposed by the team will be developed using the latest version of FAA's FAARFIELD pavement design software in conjunction with AC 150/5320-6F, or latest version, Airport Pavement Design and Evaluation.



FXE 9-27 pavement conditions

Preliminary Engineering Activities Deliverables

As part of this phase, the items of work listed below will be accomplished. Activities and deliverables submitted to FXE during this phase will be development of the final recommendation and ongoing coordination with staff.

- ✱ Working group/coordination meeting and minutes
- ✱ Completion of field survey
- ✱ Completion of geotechnical investigation and report
- ✱ Review of existing record information regarding utilities, subsurface investigations, permitting, etc.
- ✱ Review of current and projected future fleet mix and operations
- ✱ Pavement structural analysis
- ✱ Pavement design options (based on aircraft as provided by FXE)
- ✱ Recommended rehabilitation/reconstruction
- ✱ Establishment of conceptual work limits
- ✱ Preliminary Construction Plans
- ✱ Preliminary opinion of probable construction cost
- ✱ Preliminary schedules
- ✱ Preliminary Construction, Safety and Phasing Plan (CSPP)
- ✱ Quality control review

Regulatory Permitting

The rehabilitation of Runway 9-27 via mill and overlay is not expected to require regulatory permitting. However, regulatory permitting will be required should the City choose to include the following elements in the project's scope of work: **1)** the updating of the geometry of the connecting taxiways and/or **2)** implementing the dry retention drainage improvements recommended by the Master Plan discussed above. If either or both of these elements are included, Kimley-Horn will implement regulatory permitting with Broward County to modify the existing Conceptual Master Drainage Permit.

If required, at the completion of the Preliminary Engineering Activities, our team will initiate the effort towards the needed regulatory permitting. This effort will run concurrently with the Design Phase.

Design Phase

The information obtained during the program's Preliminary Design Phase will be reviewed and refined during the Engineering Design Phase. This phase will encompass the professional services required to furnish FXE with a set of contract documents, including technical specifications, drawings, construction phasing and safety plans, completed permit application forms for filing permits, draft engineer's report, and an opinion of probable construction cost to reflect any adjustments to the project since the Study/Investigative phase. These documents will be developed and prepared in accordance with FAA standards and will provide sufficient detail for the review of the proposed design by FXE and all other appropriate parties.

Outstanding project issues will be identified and/or discussed at the working group meetings conducted during this phase. As the design phases mature, the drawings and specifications will be refined and revised to reflect the fieldwork, design details, and coordination between all interested parties. Other design activities during this phase include:

Site Access and Staging Area

Determining the contractor's access to the work areas will be discussed and coordinated with FXE staff during this phase. We want to avoid multiple contractors competing for one haul route. Therefore, the overall program schedule, sequencing, and duration of each phase will be mapped out in advance to identify potential concerns. Kimley-Horn will provide options and solutions to these concerns for discussion and resolution with FXE.

Grading and Drainage Design

Our team does not anticipate any significant grading or drainage pattern modifications for this project. Work area(s) will be designed in accordance with FAA standards and the new pavement will match the existing grades at all tie-in locations. Our team will confirm that proposed grades will conform to FAA design standards. As part of this phase, we will prepare a pavement grading plan. To confirm the adequacy of surface runoff and compliance with the FAA grading criteria in accordance with FAA AC 150/5300-13 (latest edition), "Airport Design," we will perform a design slope analysis of the runway. The slope analysis is an effective tool to clearly identify areas of the pavement that require grading refinements.

Engineer's Report

As part of this phase, an engineer's report will be submitted to FXE. The report will discuss the work product in greater detail. The document will include a discussion of the rationale for selection of various design elements such as pavement design, construction sequencing, lighting and signage, etc. This report will include pertinent documents in support of direction already provided and decisions already made by FXE, our team, the FAA, and/or pertinent authorities.

Deliverables:

Deliverables will be made at 30%, 60%, and 100% milestones. As part of this phase, the items of work listed below will be accomplished. Activities and deliverables submitted to FXE during this phase will be the development of the final recommendation and ongoing coordination with staff. Items completed up to this point will include:

- ★ Working group/coordination meetings and minutes
- ★ Permitting agency coordination
- ★ Final pavement design
- ★ Updated cost estimate
- ★ Updated construction schedule
- ★ Technical specifications
- ★ Engineer's report
- ★ Quality control review

Contract documents prepared during this phase include:

- ★ Title sheet
- ★ Quantities
- ★ Project location, haul route, and general notes
- ★ Final construction safety and phasing plans
- ★ Work sequencing plan
- ★ Demolition plan(s)
- ★ Grading and erosion control plan(s) and details
- ★ Construction plans
- ★ Construction details
- ★ Technical specifications
- ★ Pavement details and typical sections
- ★ Geometry control plans
- ★ Lighting and signage layout plans
- ★ Lighting and signage details
- ★ Drainage profiles (as applicable)
- ★ Drainage details (as applicable)
- ★ Pavement marking plan
- ★ Pavement marking details
- ★ Engineer's opinion of probable construction cost
- ★ Project schedule

At the completion of the Final Design, FXE (and the FAA) will have an opportunity for final comments. Comments received from FXE, FAA, and any remaining comments as a result of our team's quality control review will be accounted for and addressed prior to bidding. In addition to the plans, technical specifications, and final opinion of probable construction cost, we will coordinate with FXE to prepare bid tabulations, description of the project, and any assigned liquidated damages necessary for FXE to enter into an agreement with a potential contractor. Final plans will be delivered to FXE in ACAD format.

Bidding Phase

Upon completion of the Design Phase, the Bidding and Award Phase will begin. This phase is the timeframe elapsed between the completion of the design process and the commencement of actual construction, when the City of Fort Lauderdale publicly advertises and receives bids, awards contract(s), and executes a construction contract to perform the work (project) with the successful contractor.

Our team will attend the pre-bid conference, review pre-bid inquiries, and prepare addenda (as necessary). Our team will also provide services required by FXE to assist in processing, evaluating, and recommending award of construction contract(s) for this project. Specific activities the Kimley-Horn Team will provide include:

Pre-Bid Meeting

Kimley-Horn will attend the pre-bid meeting with FXE staff and potential bidders. The Kimley-Horn team will prepare meeting agenda, sign-in sheet, and meeting notes. The meeting notes and sign-in sheet will be electronically distributed to attendees.

Deliverables:

- ★ Meeting agenda, sign-in sheet, and notes distributed to meeting attendees



FXE Runway 9-27

Addenda Packages and Clarification Letters

Kimley-Horn will prepare addenda packages and clarification letters in response to bidder questions under the direction FXE staff as applicable.

Deliverables:

- ✧ Responses to bidder questions and revisions to applicable construction plans and specifications

Bid Opening, Tabulation of Bids, and Recommendation of Award Letter

Kimley-Horn will attend the bid opening and prepare a tabulation of bids and bidder submittal items. Kimley-Horn's recommendation letter will comment on the responsiveness and regularity of the bidders' submittal items, and either recommend award to the low responsive, responsible bidder or rejection of bids if none are acceptable.

Deliverables:

- ✧ Certified Bid Tabulation
- ✧ Evaluation of responsiveness
- ✧ Recommendation letter for award, or if no bids are acceptable, for rejection

Construction Phase

Upon receipt of FXE approval of our team's recommendation of construction contract award, a notice of intent (NOI) will be issued to the successful contractor, thus commencing the construction administration phase of the project. Professional services to be rendered by our team during this phase include the following:

- ✧ Attend Pre-NTP and pre-construction conferences
- ✧ Prepare FAA required construction management plan
- ✧ Prepare, reproduce, and distribute conformed contract documents
- ✧ Administer the construction contract
- ✧ Attend construction coordination meetings at regular intervals
- ✧ Issue necessary clarifications/interpretations of contract documents (including RFIs and ESIs)
- ✧ Provide consultation and advice to FXE
- ✧ Conduct weekly site visits to observe construction progress and to confirm that construction is in conformance with the construction documents. Call to the attention of the contractor and FXE any known method of construction that could cause any portion of the work to fail
- ✧ Check and review contractor submittals (schedules, samples, materials, shop, setting, installation, and erection drawings)
- ✧ Participate in inspections and prepare punch lists for substantial completion and final acceptance
- ✧ Receive and review required certificates of inspections, tests, and approvals
- ✧ Render initial decisions on claims of FXE and our team pertaining to work acceptability or interpretations of requirements
- ✧ Determine and/or review recommended amounts of payment to the contractor
- ✧ Prepare supplemental drawings as necessary
- ✧ Conduct "as-built" data collection upon completion of construction
- ✧ Prepare record (as-built) drawings for the completed project

If requested by FXE staff, our team will provide a Resident Project Representative (RPR) during construction. Our Project Manager will engage the attention of the RPR during the Design Phase. This will permit complete familiarity of the project with the RPR prior to bidding. During that time, the RPR will examine the documents and provide input for constructability and phasing durations. Additionally, the RPR will assist the Project Manager in preparation of the Construction Management Plan. By doing so, the RPR will be well aware of the testing requirements within the project for both quality assurance and quality control.

Meetings, both formal and informal, will be conducted between our team, FXE staff, and the successful contractor. These meetings will occur formally on a weekly basis. They will serve as forums to discuss any schedule and/or cost concerns, as well as to resolve problems before they become critical. The contractor will be required to submit a detailed schedule to the RPR at the pre-construction meeting. This schedule will be reviewed and approved by the RPR and FXE staff. This schedule will be updated on a biweekly basis.

Our team's RPR will be responsible for reviewing the contractor's schedule to confirm accuracy of the work activities completed. Analysis of the contractor's schedule will be on the basis of planned versus actual costs for the month and contract-to-date. A consolidated contract progress report will be developed.

The RPR will continuously review contractor performance, report status, check for variances or delays, and recommend work-arounds and adjustments that can be initiated to get the contractor back on schedule and/or within budget.

Our team will implement a quality assurance (QA) plan in accordance with FAA standards. Our team's materials testing consultant, **Tierra South Florida, Inc. dba TSFGeo (MBE)**, will provide the needed services in accordance with the quality assurance requirements within the specifications. Our testing laboratory is approved by an accredited national authority as mandated by the FAA. The laboratory meets the standards published in ASTM D3666, Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials, and ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction.

Quality control during construction will be the responsibility of the contractor. Our team will support FXE by requiring the contractor to develop and submit an acceptable quality control program prior to commencement of construction. This program will describe, in detail, the contractor's quality control organization, procedures, documentation, and processes for each phase of the work for which the contractor is responsible. As part of our quality assurance efforts, the RPR will observe the contractor to ensure compliance with the approved quality control plan.

The RPR will inspect both work in progress and completed work on a daily basis. In addition to assuring quality workmanship in accordance with the contract documents, the RPR will record quantity of work placed and provide daily documentation of construction operations and activities.

The RPR will also be responsible for the review of contractor pay estimates, implementation of change orders, supplemental agreements, claims management, oversight of safety and security, intermediate inspections, final inspection, record drawing maintenance, and materials testing. **Tierra South Florida, Inc.** will perform materials testing services for our team during construction.

Project Closeout Phase

Our team will conduct the needed site visit for substantial completion and prepare a punch list of items to be corrected prior to the final acceptance. A final site visit will occur for final acceptance to review contractor's compliance and corrections of the substantial completion punch list items.

FAA Closeout

Kimley-Horn will prepare a project closeout book summarizing compliance with FAA and FDOT construction standards, accepted approved modifications, as well as project costs and changes. The expected table of contents is as follows:

Final Acceptance Letter

Section 1 Final Inspection/Substantial Completion

- 1.1 Final Acceptance Letter
- 1.2 Certificates of Substantial Completion

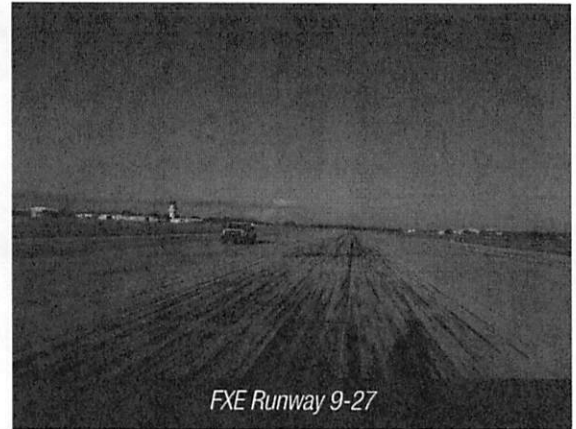
Section 2 Construction Quantities and Costs

- 2.1 Summary of Construction Costs
- 2.2 Summary of Final Construction Quantities
- 2.3 Final Application for Payment
- 2.4 Final Release Form
- 2.5 Consent of Survey for Final Payment and Power of Attorney
- 2.6 Summary of Contract Time

Deliverables:

As part of this phase, the items of work listed below will be accomplished:

- ★ Attendance at the site visits
- ★ Copies of the punch list report
- ★ Certification forms
- ★ Project closeout book



FXE Runway 9-27

Proposed Schedule

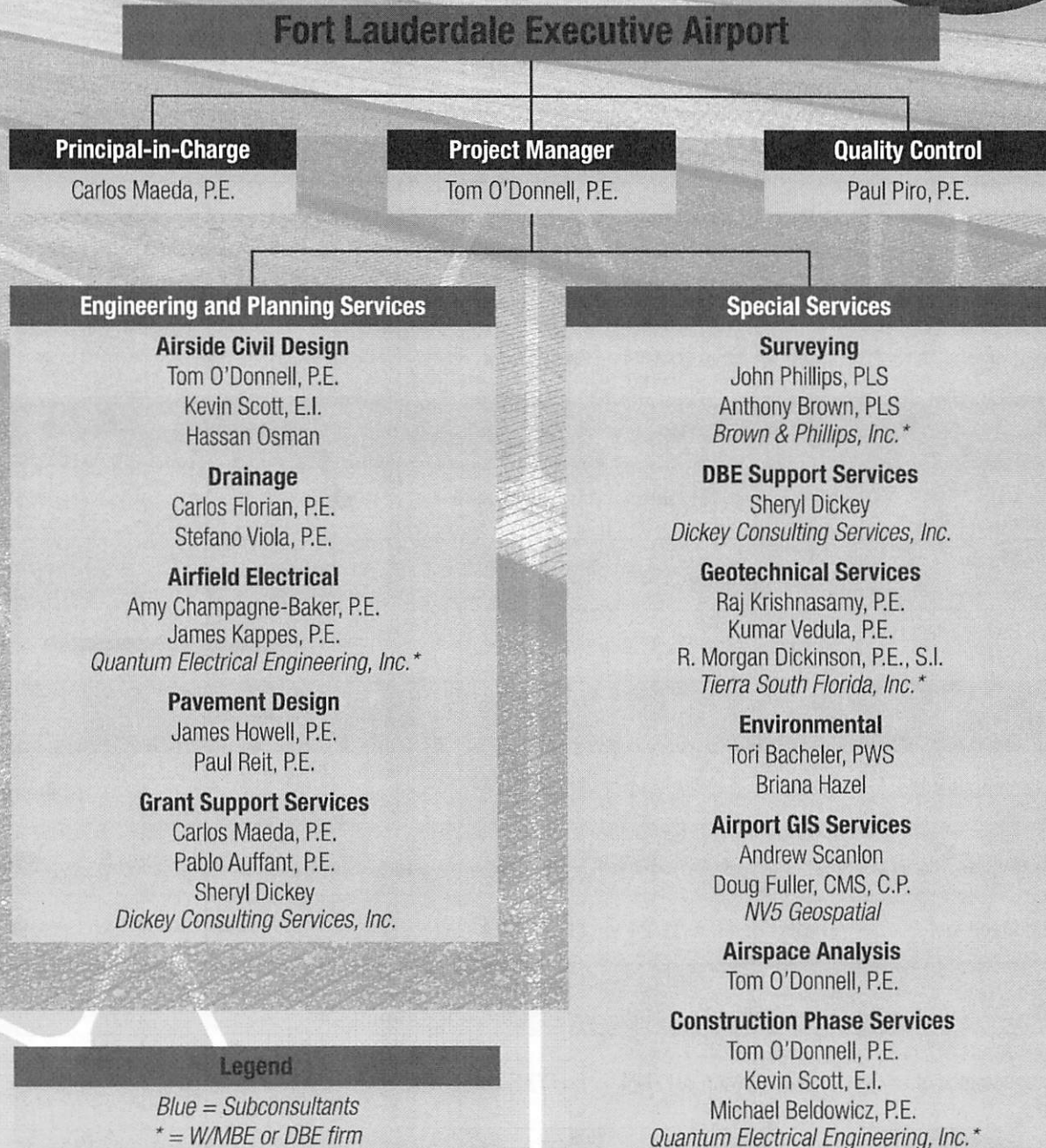
ID	Task Name	Duration	Start	Finish	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
1	Design Phase	24 wks	Mon 12/4/23	Fri 5/17/24									
2	NTP	0 days	Mon 12/4/23	Mon 12/4/23		◆							
3	30% Design	8 wks	Mon 12/4/23	Fri 1/26/24									
4	30% Design Review	1 wk	Mon 1/29/24	Fri 2/2/24									
5	60% Design	6 wks	Mon 2/5/24	Fri 3/15/24									
6	60% Design Review	1 wk	Mon 3/18/24	Fri 3/22/24									
7	100% Design	6 wks	Mon 3/25/24	Fri 5/3/24									
8	100% Design Review	1 wk	Mon 5/6/24	Fri 5/10/24									
9	Bid Documents	1 wk	Mon 5/13/24	Fri 5/17/24									
10	Regulatory Permitting Phase	20 wks	Fri 12/29/23	Fri 5/17/24									
11	Permit Agency Pre-application Meeting	0 days	Fri 12/29/23	Fri 12/29/23		◆							
12	Prepare Plans, Application, Exhibits	4 wks	Mon 1/1/24	Fri 1/26/24									
13	Agency Review/Respond to Questions	16 wks	Mon 1/29/24	Fri 5/17/24									
14	Bid Phase	5 wks	Fri 5/17/24	Fri 6/21/24									
15	Advertisement for Bid	0 wks	Fri 5/17/24	Fri 5/17/24									
16	Advertisement Period	4 wks	Mon 5/20/24	Fri 6/14/24									
17	Pre-Bid Meeting	0 wks	Fri 5/31/24	Fri 5/31/24									
18	Bid Opening	0 wks	Fri 6/14/24	Fri 6/14/24									
19	Bid Tabs & Recommendation of Award	1 wk	Mon 6/17/24	Fri 6/21/24									

◆ = Project Milestone

Tab 6 – 4.2.6 Qualifications and Experience for the Project Team

Kimley-Horn recognizes the importance of establishing a proven staffing plan at the onset of the project. The depth of services we offer the City of Fort Lauderdale from our Florida offices will serve every need you may have for this project. Kimley-Horn understands that when you select a consultant, you are really choosing people who offer you technical expertise, extensive hands-on experience with similar projects, and a demonstrated record of quality and responsiveness that will make your project a success.

As indicated by the organization chart below, Kimley-Horn understands the value of assembling a strong and diverse project team and has strategically selected a team of experts for this project.



Team Experience and Project Matrix

Team Member	FLL	FPR	X10	ABO	EKO	SJU	FXE	APF	DAB	PGD
Tom O'Donnell, P.E.	•	•	•	•	•	•	•	•	•	•
Carlos Maeda, P.E.	•	•	•	•	•	•	•	•	•	•
Paul Piro, P.E.	•	•	•	•	•	•	•	•	•	•
Kevin Scott, E.I.	•	•	•	•	•	•	•	•	•	•
Hassan Osman	•	•	•	•	•	•	•	•	•	•
Carlos Florian, P.E.	•	•	•	•	•	•	•	•	•	•
Stefano Viola, P.E.	•	•	•	•	•	•	•	•	•	•
James Howell, P.E.	•	•	•	•	•	•	•	•	•	•
Paul Reit, P.E.	•	•	•	•	•	•	•	•	•	•
Pablo Auffant, P.E.	•	•	•	•	•	•	•	•	•	•
Tori Bacheler, PWS	•	•	•	•	•	•	•	•	•	•
Briana Hazel	•	•	•	•	•	•	•	•	•	•
Andrew Scanlon	•	•	•	•	•	•	•	•	•	•
Brown & Phillips, Inc.	•	•	•	•	•	•	•	•	•	•
Dickey Consulting Services, Inc.	•	•	•	•	•	•	•	•	•	•
NV5 Geospatial, Inc.	•	•	•	•	•	•	•	•	•	•
Quantum Electrical Engineering, Inc.	•	•	•	•	•	•	•	•	•	•
Tierra South Florida, Inc.	•	•	•	•	•	•	•	•	•	•

*Airport Codes correspond to the projects listed in Tab 4

History of Working with Subconsultants

		Years with KH	KH Projects
	Quantum Electrical Engineering, Inc. (formerly Hillers Electrical Engineering, Inc.*)	21*	143*
	Brown & Phillips, Inc.	21	39
	Dickey Consulting Services, Inc.	21	21
	Tierra South Florida, Inc.	18	269
	NV5 Geospatial, Inc.	16	20

References

Our clients know that with Kimley-Horn, they experience better. How do we know this? They consistently tell us we deliver remarkable results and we're really good people to work with—and we live for that. We invite you to contact them personally regarding our work history and quality of service.

Project	References
Fort Lauderdale-Hollywood International Airport (FLL), Rehabilitation of North Airfield Pavements, Engineered Material Arresting System Beds, and RIM, Broward County, FL	Broward County Aviation Department Gasser Dougé, Project Manager ☎ 954.359.6973 ✉ gdouge@broward.org
Treasure Coast International Airport (FPR) and Business Park Engineering and Planning Services, St. Lucie, FL	St. Lucie County Kevin Lindgren, Senior Grant & Project Planner Airport/Seaport ☎ 772.462.2350 ✉ lindgrenk@stlucieco.org
Belle Glade State Municipal Airport (X10), General Engineering Services, Belle Glade, FL	City of Belle Glade Diana Hughes, Director of Finance ☎ 561.992.2207 ✉ dhughes@belleglade-fl.com
Antonio (Nery) Juarbe Pol Airport (ABO) Rehabilitation of Runway 8-26, Arecibo, PR	Puerto Rico Ports Authority Romel Pedraza, P.E., Assistant Executive Director ☎ 787.729.8715 ✉ rpedraza@prpa.pr.gov
Elko Regional Airport (EKO), Runway 5-23 Rehabilitation (renamed to 6-24), Elko, NV	City of Elko Jim Foster, Airport Manager ☎ 775.777.7194 ✉ jfoster@elkocitynv.gov
Luis Munoz Marin International Airport (SJU), Continuing Professional Services Contract, Carolina, PR	Aerostar Airport Holdings, LLC Luis Faure, P.E., MEM Planning & Development Director ☎ 787.289.7240 Ext. 2702 ✉ luis.faure@aerostarairports.com
Fort Lauderdale Executive Airport (FXE) General Aviation Engineering Consultant Services Contract, Fort Lauderdale, FL	City of Fort Lauderdale Rufus James, Airport Director ☎ 954.828.4969 ✉ rjames@fortlauderdale.gov
Naples Municipal Airport (APF) Runway 5-23 Rehabilitation, Naples, FL	City of Naples Airport Authority Kerry Keith, Senior Director Airport Development and Facilities ☎ 239.643.0733 ✉ kkeith@flynaples.com
Daytona Beach International Airport (DAB), Taxiway Y, W2, and E2, Daytona Beach, FL	Volusia County Karen Feaster, Airport Director ☎ 386.248.8030 Ext. 18304 ✉ kfeaster@flydab.com
Punta Gorda Airport (PGD), Runway 4-22 Rehabilitation and Reconstruction, Charlotte County, FL	Charlotte County Ron Ridenour, Airport Engineer ☎ 941.639.1101 Ext. 129 ✉ rridenour@flypgd.com

Key Team Members

Each team member brings robust skills in their area of specialization along with their professional credentials and relevant experience. As indicated by the organization chart, our team will be led by seasoned Project Manager Tom O'Donnell, P.E., who will manage this highly skilled and diverse team.

Key personnel biographies, subconsultant biographies and resumes follow.



Tom O'Donnell, P.E., Project Manager

Airside Civil Design, Airspace Analysis, Construction Phase Services

Tom serves as an aviation staff engineer with 23 years of experience providing planning, design, and zoning services for various aviation and civil projects. He has a thorough knowledge of FAA standards with experience including project management, rehabilitation/new construction of several taxiways, runways, and ramps; airfield geometric and pavement design; airfield project phasing; pavement management; obstruction evaluation of tall structures (Part 77); design of helicopter landing facilities; structural steel and concrete design; and security/access control including barriers to prevent errant vehicles from entering unauthorized facilities. Tom understands the importance of airfield safety.

Tom also has extensive experience in administering construction projects. He has the know how to serve as an extension of your staff performing comprehensive design, bid, and construction phase services. His expertise runs the breadth and depth of projects, from conceptual design to enforcing the contract documents during construction. Tom is a Professional Engineer in Florida.

Tom's relevant FXE experience in design phase service and construction phase services includes:

- ★ FXE Runway 8-26 Rehabilitation and Taxiway Hotel Relocation
- ★ FXE Taxiway Intersection Improvement Project
- ★ FXE Rehabilitation of Runway 13-31
- ★ FXE Taxiway F Relocation Design and Construction
- ★ FXE Taxiway H Demo – Design
- ★ FXE Relocation of Taxiway Alpha
- ★ FXE Rehabilitation of Taxiway Bravo
- ★ FXE Runway 9 Runup Area

In addition to his experience with FXE, Tom's relevant experience includes aviation projects for the Florida Department of Transportation (FDOT), Fort Lauderdale-Hollywood International Airport, City of Belle Glade, City of Pompano Beach, City of Naples, Daytona Beach International Airport, City of Tallahassee, Punta Gorda Airport, Sarasota Bradenton Internationals Airport, Puerto Rico Ports Authority, and Aerostar.



FXE Runway 13-31

Tom's extensive additional Runway Experience:

- ★ FLL Rehabilitation of North Airfield
- ★ FTY Rehabilitation of Runway 8-26
- ★ APF Rehabilitation of Runway 5-23
- ★ EKO Rehabilitation of Runway 5-23
- ★ FPR Rehabilitation of Runway 14-32
- ★ X10 Rehabilitation of Runway 9-27
- ★ ABO Rehabilitation of Runway 8-26
- ★ SJU Rehabilitation of Runway 8-26
- ★ PDG Runway 4-22 Rehabilitation and Reconstruction
- ★ TPA East Airfield Rehab*
- ★ DAB Design and Construction of Taxiway Y, W2, and E2**

** Impacted TPA Runway 10-28*

*** Impacted DAB Runway 16-34*



Carlos Maeda, P.E., Principal-in-Charge

Carlos has 42 years of progressively responsible experience in transportation and public infrastructure projects, planning, design, and construction management. His professional background includes administrative management, business development, and technical experience. He served with the Federal Aviation Administration (FAA) as program manager, technical expert, and principal advisor for all airport planning and engineering-related programs for large metropolitan areas. He has maintained great relationships at the FAA at all levels of the organization and is highly respected by the agency's staff. At Fort Lauderdale Executive Airport, Carlos has previously assisted Tom in a Principal-in-Charge capacity. He has also served as

as project engineer for W Aviation FBO Hangar Development.



Paul Piro, P.E., Quality Control Manager

Paul is a senior aviation manager with 41 years of experience in engineering for aviation, municipal, industrial, and commercial projects. His duties at Kimley-Horn include the design, coordination, and management of multidiscipline design projects. With his civil engineering experience, Paul is accomplished in design and contract document development as part of major airport improvement projects. As a project manager, Paul has coordinated many assignments requiring the disciplines of civil, architectural, MEP, structural, geotechnical, materials testing, survey, environmental, and electrical. Having a background in civil/site and environmental engineering, Paul has applied technical expertise in the site engineering components of aviation development projects, including terminal renovation and new construction, airfield pavement rehabilitation for concrete aprons and bituminous ramps, crack seal and seal coating for taxiways and runways, AOA security fencing, rehabilitation of airfield pavements and landside roadway/utility improvements. He has coordinated the efforts of large, multidisciplinary teams on various types of projects, and knows permitting, agency requirements, and processes. Paul provided Quality Control for the Fort Lauderdale International Airport's Rehabilitation of North Airfield project. This project was awarded the 2020 Commercial Service Airport Project of the Year by FDOT.



Kevin Scott, E.I., Airside Civil Design; Construction Phase Services

Kevin has five years of aviation engineering experience. He is FDOT-certified in pavement management and has provided pavement management inspections for several Florida airports. Kevin is also experienced in on-field construction RPR inspections services. Kevin's Fort Lauderdale Executive Airport experience includes the Taxiway Foxtrot pavement rehabilitation project and the design of the Runway 9 Run-up project. Kevin has also served as RPR on the Rehabilitation of Runway 14-32 at the Treasure Coast International Airport.



Hassan Osman, Airside Civil Design

Hassan has two years of experience within the aviation field ranging from airport planning to rehabilitation and construction. He specializes in pavement design, drainage design, airspace permitting, preparation of conformed documents as well as opinion of probable costs. His experience includes documentation of construction documents as well as the preparation of construction plans. Hassan's Fort Lauderdale Executive Airport experience includes the Taxiway Foxtrot pavement rehabilitation project and the design of the Runway 9 Run-up project. Hassan has also served as RPR on the Rehabilitation of Runway 14-32 at the Treasure Coast International Airport.



Carlos Florian, P.E., Drainage

Project engineer with more than 11 years of on-site construction inspections experience in paving and grading, underground pipe installations, stormwater erosion and sedimentation control, and sanitary sewer lift stations. He has managed, updated, and successfully met design and permitting schedules with critical timeframes. He is experienced in bidding and contracting design work and his permitting experience includes various agencies throughout South Florida. **Carlos has worked on master drainage and conceptual ERP projects at Fort Lauderdale Executive Airport.**



Stefano Viola, P.E., Drainage

Stefano has 17 years of diverse civil engineering experience, including roadway restoration and resurfacing, drainage modeling, water/wastewater utility design, stormwater master planning, preparation of engineering drawings, permitting and site/plan preparation and review. He also has experience serving a diverse group of clients, including counties, municipalities, government agencies, and private developers. Stefano is familiar with municipal stormwater requirements across South Florida due to his involvement with numerous drainage projects. **Stefano recently worked with the City of Fort Lauderdale on the Fort Lauderdale Executive Airport Master Drainage Permit project.**



James Howell, P.E., Pavement Design

James has 10 years of experience in project design, construction administration, and pavement management implementation. He has partnered on our firm's APMP services that have totaled more than 600 airports across 18 states and the Caribbean. He has planned, coordinated, and safely executed daytime and nighttime inspections for airports with unique operational constraints including Fort Lauderdale-Hollywood International and Jacksonville International airports. James is currently the Project Manager for the FDOT Statewide APMP where he helped develop the online interactive web application that allows airport sponsors and FAA quick and easy access to all pavement management data.



Paul Reit, P.E., Pavement Design

Paul has 11 years of experience executing and managing pavement management programs at commercial and general aviation airports through statewide and single airport programs along with landside pavement management implementations at airports and municipalities. Specifically, he has performed more than 140 airport inspections. He is well versed in all aspects of pavement management programs—from records review to database updates to reporting and development of GIS deliverables. Paul has conducted many trainings for public agencies such as the FDOT Airfield Pavement Inspection Training where he serves as a classroom and field instructor on pavement inspection and PAVER software. He is certified in Advanced Level II.



Pablo Auffant, P.E., Grant Support Services

Pablo has 38 years of experience as an aviation planner and professional engineer in airport planning and development and civil engineering. His experience includes providing clients with guidance in the areas of Federal Aviation Administration (FAA) and ICAO Airport Design Standards and airport planning, environmental processing, and compliance. Pablo has assisted with Airport Improvement Programs (AIPs), airspace analysis, cost benefit studies, Part 150 noise studies, capital program development, and program management. Previously, he's worked for the U.S. Department of Transportation, and is highly familiar with FAA programs and grants. His major airports involvement includes FXE, MCO, MIA, FLL, RSW, SJU, and STT/STX.



Tori Bachelor, PWS, Environmental

Tori has 10 years of experience working with state and federal agencies conducting endangered species surveys, delineating wetlands, designing wetland mitigation and restoration areas, and permitting projects throughout Florida. She also is a Florida Fish and Wildlife Conservation Commission (FWC) certified gopher tortoise agent for surveying. Her expertise includes conducting environmental assessments to determine potential listed species habitat and wetland habitat types to determine permitting implications. She also has a good understanding of the permits required and permit limitations for a vast array of projects.



Briana Hazel, Environmental

Briana is an environmental scientist with more than three years of experience in wetland delineation, habitat mapping and assessment, protected species surveys, environmental regulatory permitting, and monitoring success of wetland mitigation areas. She is experienced in identifying vegetation and determining hydric soils characteristics. Additionally, she has experience in contamination work and participated in Phase I and Phase II site assessments, where she has done soil, air, and groundwater sampling.



Andrew Scanlon | Airport GIS Services

Andrew has been in the aviation consulting field for 23 years. While the primary focus throughout his career has been traditional airport planning, Andrew is well versed in unique airport planning studies such as Airports-GIS, runway incursion mitigation, airspace analysis including 7460-1 filings, and land use compatibility. He works closely with aviation engineers to develop sensible solutions to current problems while protecting for long-term development at airports.

Andrew is a multidiscipline leader, managing varied aspects of airport consulting from planning, to environmental, to design, through program and construction management. During his career, Andrew has been a part of more than 200 airport projects with clients ranging from Core 30 airports to small, single runway, general aviation airports.

Subconsultant Team Members



John Phillips, PLS | Brown & Phillips, Inc. — Surveying

John serves as the president of Brown & Phillips, Inc. He has more than 35 years of land surveying and project management experience with extensive experience coordinating with airport operations and performing airport surveys. He has a thorough understanding of resources management, forecasting, and scheduling techniques as well as project accounting practices. John has a proven track record of meeting financial targets and exceeding client objectives. His recent aviation experience includes PBI, F45, and PHK.



Anthony Brown, PLS | Brown & Phillips, Inc. — Surveying

Anthony has more than 40 years of land surveying and project management experience. Over the years, he has been responsible for the preparation of numerous legal descriptions, boundary and topographic surveys, plats, parcel abandonment documents, condominium documents, record drawings and for performing construction layouts for utilities, roads, highways, buildings, and bridges. His recent aviation experience includes PBI, LNA, F45, and PHK.



Sheryl Dickey | Dickey Consulting Services, Inc. (DCS) — DBE Support Services; Grant Support Services

Sheryl is the founder and owner of DCS, a community and economic development professional with more than 35 years of experience and a track record of success in these areas. She has worked with numerous clients including the Florida Department of Transportation, Broward County, and the City of Fort Lauderdale. She has been the DBE Program Administrator for Boca Raton Airport Authority and Fort Lauderdale Executive Airport.



Doug Fuller, CMS, C.P. | NV5 Geospatial, Inc. — Airport GIS Services

Doug is responsible for the estimating, flight planning, and quality assurance of new airport projects. His extensive experience is invaluable for controlling project costs. He communicates with the client, acquisition team, and production team as necessary to ensure that each project is done according to specifications using the best possible method. With his completed FAA IDLE training, he is qualified as a consultant to our airport clients in matters concerning the FAA regulations. Doug has been involved in over 700 18B AGIS projects and submittals.



Amy Champagne-Baker, P.E. | Quantum Electrical Engineering, Inc. — Airfield Electrical

Amy has more than 25 years of electrical design and project management experience on major air carrier aviation airport runways, taxiways, and apron edge lighting systems, instrumentation landing systems, airfield electrical vaults, and apron lighting. She is LEED-AP Certified.



James Kappes, P.E. | Quantum Electrical Engineering, Inc. — Airfield Electrical

James brings over 16 years of electrical design, construction administration, project management experience on airport terminal and concourses, airfield lighting and electrical systems, water and wastewater facilities, cost estimates, testing, startups, lighting systems, short circuit calculations, and arc flash analysis.



Michael Beldowicz, P.E. | Quantum Electrical Engineering, Inc. — Construction Phase Services

Michael has more than 22 years of civil and electrical design, project management, and construction administration experience on major air carrier and GA airport construction projects. This comprehensive knowledge applies to project coordination, constructability/plan reviews, value engineering, and overall on-site project observation.



Raj Krishnasamy, P.E. | Tierra South Florida, Inc. — Geotechnical Services

Raj is the president and principal engineer of the firm. With more than 35 years of experience, he oversees the geotechnical engineering, construction materials testing, and inspection services operations. His experience consists of successfully completing more than 3,500 public and private projects, highlighted by 140+ aviation projects, design-build projects totaling \$2 billion in construction costs, and prominent projects such as Fort Lauderdale-Hollywood International Airport's South Runway Expansion (featuring the largest MSE wall in Florida).



Kumar Vedula, P.E. | Tierra South Florida, Inc. — Geotechnical Services

Kumar is a Principal Engineer of the firm and a Professional Engineer with more than 26 years of experience in a wide variety of geotechnical projects involving foundation design, slope stability analysis, WEAP analysis and interpreting PDA reports, excavation support, and construction inspection. His extensive experience includes foundation inspections soil modification (dynamic compaction, stone columns), preloading, excavations, backfilling, and post-construction monitoring. Kumar has authored and co-authored papers published in national and international publications.



R. Morgan Dickinson, P.E., S.I. | Tierra South Florida, Inc. — Geotechnical Services

Morgan is a Principal Engineer, Threshold/Special Engineer at TSFGEO, is a Florida-Registered Professional Engineer and Special Inspector with more than 44 years of experience. His background includes construction material testing, construction engineering and inspection, engineering management, geotechnical engineering, and threshold building inspection. He has provided construction engineering services for airports (both landside and airside), runways, and taxiways as well as roadways, bridges, retaining walls, high-rise structures, earthen dams, and impoundments.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
TOM O'DONNELL, P.E.	Project Manager; Air Civil Design, Construction Phase Services; Airspace Analysis	23	23

15. FIRM NAME AND LOCATION (City and State)

Kimley-Horn and Associates, Inc., Plantation, FL

16. EDUCATION (DEGREE AND SPECIALIZATION)

B.S. Civil Engineering, University of Florida

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

Professional Engineer in Florida, #62478

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Understanding of both FDOT and FAA standards with relevant experience including project management, rehabilitation/new construction of several taxiways, runways, and ramps; airfield geometric and pavement design; airfield project phasing; and security/access control. Highly experienced with airfield safety.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
City of Fort Lauderdale Executive Airport (FXE) Rehabilitation of Runway 8-26 and Taxiway Hotel Relocation, Fort Lauderdale, FL		2003	2004
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
a. Project Engineer for the construction phase services for the airfield-wide rehabilitation of airside signage, lighting, and electrical services for Runway 8-26 rehabilitation. Project included replacing the airfield lighting main vault electrical service for normal and emergency power systems, and milling and overlaying of the main runway and restoring it back to design capacity. The design process included review of multiple phasing options to determine how best to complete construction with a minimum impact to tenants and airport users. Meetings were held with area contractors to validate the phasing options and tenants and other stakeholders to determine which would cause the least disruption. Project Cost: \$4.2 million			
Fort Lauderdale-Hollywood International Airport (FLL), Rehabilitation of North Airfield Pavements, EMAS, and RIM, Broward County, FL		2019	2020
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
b. QA/QC Reviewer. Kimley-Horn provided professional engineering services to rehabilitate Runway 10L-28R and other airfield pavements at FLL. The scope of services included geometric review of the airfield pavement, assessment of hotspot and runway/taxiway end geometry, runway incursion mitigation (RIM) design, existing pavement evaluation, runway and taxiway rehabilitation options benefit-cost analysis, Engineered Materials Arresting System (EMAS) evaluation and options review, environmental permitting review and development options, topographic survey, electrical systems inventory and review, stakeholders review, existing utilities review, and construction documents and design phase services. Project Cost: \$2.5 million			
Belle Glade State Municipal Airport (X10), Runway 9-27 Rehabilitation, Belle Glade, FL		2016	2017
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
c. Project Manager. Kimley-Horn provided design services to correct deficiencies. Full-depth pavement reconstruction was performed to address the pavement distresses. The original runway was demolished and realigned 35 ft to the south and 100 ft to the east, allowing the airport to correct its object-free area and obstruction issues. The runway was also widened to 60 ft to address FAA requirements and shortened slightly, on the west end, to mitigate other approach obstruction issues. The final dimensions for the runway are 3,450 ft by 60 ft, meeting all FAA General Aviation Facility requirements. Kimley-Horn also provided construction phase services and a full-time resident project representative to observe work. Construction Cost: \$1.98 million			
Antonio (Nery) Juarbe Pol Airport (ABO) Rehabilitation of Runway 8-26, Arecibo, PR		2016	2018
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
d. Project Manager for the rehabilitation of Runway 8-26 via mill and overlay of 6,250 tons of bituminous asphalt. Runway 8-26, ABO's only runway, is 3,963 ft x 60 ft. The scope of work included analysis of the runway's existing pavement to determine milling depths and capacity, design of a typical section to accommodate the airport's existing fleet mix, and design of an asphalt interlayer to bridge existing cracks which could not be milled out and prevent them from reflecting through the new asphalt. Tom was responsible for asphalt (P-401) pavement design, grading, cross sections, profile, airfield marking, project phasing, opinion of cost, development of technical specifications, and engineer's report. He also led construction phase services Project Cost: \$586,000			
Naples Municipal Airport (APF) Runway 5-23 Rehabilitation, Naples, FL		2010	2011
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
e. Project Manager. Kimley-Horn completed a comprehensive structural analysis of all airfield pavement components, including runways, taxiways, and aircraft parking aprons. A multiyear, staged program of rehabilitation and replacements was recommended. One of Kimley-Horn's projects included the rehabilitation of Runway 5-23, the primary runway at Naples Municipal Airport. Rehabilitation was performed by mill and overlay of this existing 5,290-ft by 150-ft bituminous asphalt runway. Kimley-Horn also provided resident project representative services throughout the construction of the project. Project Cost: \$3 million			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
CARLOS MAEDA, P.E.	Principal-in-Charge	a. TOTAL 42	b. WITH CURRENT FIRM 12

15. FIRM NAME AND LOCATION (City and State)
Kimley-Horn and Associates, Inc., Orlando, FL

16. EDUCATION (DEGREE AND SPECIALIZATION) M.S., Management, Troy State University B.S., Civil Engineering, University of Puerto Rico	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer in Florida, #41381
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
American Association of Airport Executives (AAAE), Florida Engineering Society, National Society of Professional Engineers (NSPE), Society of American Military Engineers (SAME), Airports Council International (ACI), and Florida Airport Council (FAC)

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
Antonio (Nery) Juarbe Pol Airport (ABO) Rehabilitation of Runway 8-26, Arecibo, PR		PROFESSIONAL SERVICES 2016	CONSTRUCTION (If Applicable) 2018
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-charge for the rehabilitation of Runway 8-26 via mill and overlay of 6,250 tons of bituminous asphalt. Runway 8-26, ABO's only runway, is 3,963 ft x 60 ft. Responsible for asphalt (P-401) pavement design, grading, cross sections, profile, afield marking, project phasing, opinion of cost, development of technical specifications, and engineer's report. The scope also included the development of an Airports Geographic Information System (Airports GIS) for ABO. Project Cost: \$1.34 million		<input checked="" type="checkbox"/> Check if project performed with current firm	
Aerostar, San Juan Luis Munoz Marin International Airport (SJU), Runway 8-26 Rehabilitation, San Juan, PR		PROFESSIONAL SERVICES 2014	CONSTRUCTION (If Applicable) 2018
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Director. Kimley-Horn provided design of the pavement rehabilitation of Runway 8-26 and associated taxiway connectors. The project consisted of the rehabilitation of the center 9,300 ft of Runway 8-26, the taxiway connectors, and electrical work. The project included the mill and overlay of asphalt pavement on the runway and concrete rehabilitation work on the taxiway connectors as well as associated lighting and electrical work, pavement markings, grading, phasing as well as cost estimates, technical specifications and bidding assistance. Project Cost: \$13.6 million		<input checked="" type="checkbox"/> Check if project performed with current firm	
Aerostar, San Juan Luis Munoz Marin International Airport (SJU), Taxiway H Reconstruction, Carolina, PR		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge. Kimley-Horn provided design and construction phase services for the SJU Taxiway H reconstruction. Taxiway H is the parallel taxiway to Runway 10-28. The project consisted of the full depth portland cement concrete pavement reconstruction of the western portion of the taxiway approximately 3,400 ft long and 75 ft wide and associated taxiway connectors. The scope includes geotechnical investigations, survey, subsurface utility exploration, construction specifications and plans, bid, permitting and construction phase services. Project Cost: \$729,000		<input checked="" type="checkbox"/> Check if project performed with current firm	
Tallahassee International Airport (TLH), Reconstruction of Runway 18-36, Tallahassee, FL		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE QA/QC Reviewer. Runway 18-36 is 7,000 ft x 150 ft with 25-ft paved shoulders. The existing bituminous asphalt was exhibiting distresses such as longitudinal cracking, raveling, and weathering. The rehabilitation project involves civil engineering, electrical, topographic surveys, subsurface geotechnical investigations, and design and development of construction documents. As a subconsultant on the project, Kimley-Horn is developing a construction safety phasing plan (CSPP), maintenance of traffic plans, airfield markings, stormwater design and associated permitting, and funding strategies. \$364,000		<input checked="" type="checkbox"/> Check if project performed with current firm	
St. Petersburg-Clearwater International Airport (PIE), Runway 18-36 Rehabilitation, Clearwater, FL		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If Applicable) 2021
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE QA/QC Reviewer. Kimley-Horn provided airfield civil engineering, pavement design, airfield markings, and bid and construction phase services for the rehabilitation of Runway 18-36. The project involved the rehabilitation of the existing bituminous asphalt pavement; reconstruction of the centerline, touch down zone, and runway edge lighting systems; reconstruction of the runway distance remaining signs; reconstruction of the existing airfield signage; and widening of the paved shoulders; and the extension of Runway 4 for use by an aircraft carrier during construction. Project Cost: \$ 1.56 million		<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

PAUL PIRO, P.E.	Quality Control Manager	41	10
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15. FIRM NAME AND LOCATION (City and State)
Kimley-Horn and Associates, Inc., Tampa, FL

16. EDUCATION (DEGREE AND SPECIALIZATION) M.S., Water Resources and Environmental Engineering, Villanova University; B.S., Civil Engineering, Merrimack College	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer in Florida, #53407
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
American Society of Civil Engineers (ASCE); Society of American Military Engineers (SAME); and Florida Airport Council (FAC)

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Fort Lauderdale-Hollywood International Airport (FLL), Rehabilitation of North Airfield Pavements (Runway 10L-28R), Engineered Material Arresting System Beds, and RIM, Broward County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
Project Engineer. Paul was responsible for validating runway and taxiway geometry for compliance with the FAA criteria. Working with two analysts, Paul led the development of the project phasing and MOT plans. He also provided quality assurance and constructibility reviews for every benchmark submission. His effort ensured project quantities between the bid schedule, plans, and engineer's estimate were consistent between each other. Paul reviewed the project technical specification against the plans to ensure all work elements were covered by pay items. Project Cost: \$2.5 million

(1) TITLE AND LOCATION (City and State) Aerostar, Luis Munoz Marin International Airport (SJU), Runway 8-26 and Taxiway H Rehabilitation, Carolina, PR	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
Project Engineer. Kimley-Horn was selected to rehabilitate failing pavement sections of Taxiway H and Runway 8-26. Runway 8-26 was narrowed from 200' to 150' to comply with the current FAA Advisory Circulars. The connector taxiways to Runway 8-26 were extended to meet the new pavement configuration. The rehabilitation included new asphalt pavement sections, runway and taxiway lighting, runway and taxiway signage, new airfield cables, airfield markings, and relocated FAA PAPI system. Additionally, some Runway incursion mitigation steps were taken such as painting and lighting expansive pavements and blocking direct access to the runway from the adjacent apron. Project Cost: \$1.5 million

(1) TITLE AND LOCATION (City and State) Punta Gorda Airport (PGD), Runway 4-22 Rehabilitation and Reconstruction, Charlotte County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
Project Manager. Kimley-Horn is providing professional consulting services for Runway 4-22, PGD's longest of the three runways at 7,193 ft long and is the primary runway used by commercial airliners. The runway was constructed in the 1940s and has endured decades of takeoffs and landings, so the center portion of the runway must be removed and reconstructed along its entire length. The remaining portion of the runway will be milled and resurfaced. Both portions of the runway will be paved with asphalt, and grooved and painted with runway markings. New blast pads also will be constructed at each end of the runway and new energy-efficient lighting will be installed. Project Cost: \$653,000

(1) TITLE AND LOCATION (City and State) Southwest Florida International Airport (RSW), Rehabilitation of Airfield Pavements, Fort Myers, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
Project Engineer. Kimley-Horn was selected to provide design manager services for the rehabilitation of airfield pavements at RSW including taxiways, taxiway connectors, and aircraft parking ramps. Kimley-Horn led an extensive investigation of the pavement and subsurface conditions, which included visual observations, geotechnical investigation, geophysical testing, non-destructive testing, and topographic and utility surveying. The project also incorporated safety and electrical improvements for the airfield. Coordinating closely with LCPA and FAA-ADO staff, Kimley-Horn developed strategies to reduce the potential for runway incursions and mitigate airport hot spots. Efficient phasing coordination of this project was a top priority for Kimley-Horn, as RSW is a busy single-runway airport. Project Cost: \$7 million

(1) TITLE AND LOCATION (City and State) St. Petersburg-Clearwater International Airport (PIE), Runway 18-36 Rehabilitation, Clearwater, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)

e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE
Project Manager. Kimley-Horn provided airfield civil engineering, pavement design, airfield markings, and bid and construction phase services for the rehabilitation of Runway 18-36. The project involved the rehabilitation of the existing bituminous asphalt pavement; reconstruction of the centerline, touch down zone, and runway edge lighting systems; reconstruction of the runway distance remaining signs; reconstruction of the existing airfield signage; and widening of the paved shoulders; and the extension of Runway 4 for use by an aircraft carrier during construction. Project Cost: \$ 1.56 million

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
KEVIN SCOTT, E.I.	Airside Civil Design; Construction Phase Services	a. TOTAL 5	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION (City and State) Kimley-Horn and Associates, Inc., Plantation, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S., Architectural Engineering, University of Miami		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Engineering Intern in Florida, #1100024170	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

FDOT Pavement Management Certification; Experienced on-field construction RPR inspection services

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Fort Lauderdale-Hollywood International Airport (FLL), Rehabilitation of North Airfield Pavements (Runway 10L-28R), Engineered Material Arresting System Beds, and RIM, Broward County, FL		2019	2020
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE a. Project Analyst. Kimley-Horn provided professional engineering services to rehabilitate Runway 10L-28R and other airfield pavements at FLL to maintain the primary runway and other airfield pavements in good operational condition. The scope of services includes geometric review of the airfield pavement, assessment of hotspot and runway/taxiway end geometry, runway incursion mitigation (RIM) design, existing pavement evaluation, runway and taxiway rehabilitation options benefit-cost analysis, Engineered Materials Arresting System (EMAS) evaluation and options review, environmental permitting review and development options, topographic survey, electrical systems inventory and review, stakeholders review, existing utilities review, construction and design phase services. Project Cost: \$2.5 million		<input checked="" type="checkbox"/> Check if project performed with current firm	
Pompano Beach Airpark (PMP) Continuing Services (including Runway 15-33 Rehabilitation), Pompano Beach, FL		Ongoing	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE b. Project Analyst. Kimley-Horn has provided general aviation consulting services for the City's Airpark since 2005. Under this contract, Kimley-Horn completed several projects including Taxiway Kilo Relocation; Pavement Maintenance Program; Taxiway Fillet Widening; Taxiway N Widening; Magnetic Heading Verification; and the Master Plan Update. Project Cost: \$7 million		<input checked="" type="checkbox"/> Check if project performed with current firm	
Aerostar, San Juan Luis Munoz Marin International Airport (SJU), Taxiway H Reconstruction, Carolina, PR		2022	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE c. Project Analyst. Kimley-Horn is providing design and construction phase services for the SJU Taxiway H reconstruction. Taxiway H is the parallel taxiway to Runway 10-28. The project consists of the full depth portland cement concrete pavement reconstruction of the western portion of the taxiway approximately 3,400 feet long and 75 feet wide and associated taxiway connectors. The scope includes geotechnical investigations, survey, subsurface utility exploration, construction specifications and plans, bid, permitting and construction phase services. Project Cost: \$729,000		<input checked="" type="checkbox"/> Check if project performed with current firm	
Fort Lauderdale Executive Airport (FXE), Taxiway Foxtrot Pavement Rehabilitation, Fort Lauderdale, FL		2020	2021
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE d. Project Analyst. Kimley-Horn provided services for the pavement rehabilitation of Taxiway Foxtrot at FXE. The project includes the milling, resurfacing and reconstruction of 2,700 LF of airfield pavement along the western portion of Taxiway Foxtrot, including the reconstruction of the taxiway intersections to conform with the current Federal Aviation Administration (FAA) Advisory Circular, relocation of airfield guidance signs and taxiway edge lights, and pavement striping. P-608 seal coats will be applied as an asphalt rejuvenation along Taxiways B, F5, L, and P north of the runway safety areas. Project Cost: \$2.2 million		<input checked="" type="checkbox"/> Check if project performed with current firm	
Southwest Florida International Airport (RSW), Rehabilitation of Airfield Pavements, Fort Myers, FL		2022	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE e. Project Analyst. Kimley-Horn was selected to provide design manager services for the rehabilitation of airfield pavements at RSW including taxiways, taxiway connectors, and aircraft parking ramps. Kimley-Horn led an extensive investigation of the pavement and subsurface conditions, which included visual observations, geotechnical investigation, geophysical testing, non-destructive testing, and topographic and utility surveying. The project also incorporated safety and electrical improvements for the airfield. Coordinating closely with LCPA and FAA-ADO staff, Kimley-Horn developed strategies to reduce the potential for runway incursions and mitigate airport hot spots. Efficient phasing coordination of this project was a top priority for Kimley-Horn, as RSW is a busy single-runway airport. Project Cost: \$7 million		<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
HASSAN OSMAN	Airside Civil Design	a. TOTAL 2	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION (City and State) Kimley-Horn and Associates, Inc., Plantation, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S., Civil Engineering, University of Toledo		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Software skills include AutoCAD, AviPlan Airside Pro, Blue Beam, CostWorks, NavisWorks, and Acroplot			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Fort Lauderdale Executive Airport (FXE), Taxiway Foxtrot Pavement Rehabilitation Fort Lauderdale, FL	2020	2021
<p>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE</p> <p>a. Project Analyst. Kimley-Horn provided services for the pavement rehabilitation of Taxiway Foxtrot at Fort Lauderdale Executive Airport. The project includes the milling, resurfacing and reconstruction of 2,700 LF of airfield pavement along the western portion of Taxiway Foxtrot, including the reconstruction of the taxiway intersections to conform with current Federal Aviation Administration (FAA) Advisory Circular, relocation of airfield guidance signs and taxiway edge lights, and pavement striping. P-608 seal coats will be applied as an asphalt rejuvenation along Taxiways B, F5, L, and P north of the runway safety areas. Project Cost: \$2.2 million</p>		
<p>[X] Check if project performed with current firm</p>		
Pompano Beach Airpark (PMP) Continuing Services (including Runway 15-33 Rehabilitation), Pompano Beach, FL	Ongoing	
<p>b. Project Analyst. Kimley-Horn has provided general aviation consulting services for the City's Airpark since 2005. Under this contract, Kimley-Horn completed several projects including Taxiway Kilo Relocation; Pavement Maintenance Program; Taxiway Fillet Widening; Taxiway N Widening; Magnetic Heading Verification; and the Master Plan Update. Project Cost: \$7 million</p>		
<p>[X] Check if project performed with current firm</p>		
Aerostar, Luis Munoz Marin International Airport (SJU), Runway 8-26 and Taxiway H Rehabilitation, Carolina, PR	Ongoing	
<p>c. Project Analyst. Kimley-Horn was selected to rehabilitate failing pavement sections of Taxiway H and Runway 8-26. Runway 8-26 was narrowed from 200' to 150' to comply with the current FAA Advisory Circulars. The connector taxiways to Runway 8-26 were extended to meet the new pavement configuration. The rehabilitation included new asphalt pavement sections, runway and taxiway lighting, runway and taxiway signage, new airfield cables, airfield markings, and relocated FAA PAPI system. Additionally, some Runway incursion mitigation steps were taken such as painting and lighting expansive pavements and blocking direct access to the runway from the adjacent apron. Project Cost: \$1.5 million</p>		
<p>[X] Check if project performed with current firm</p>		
Puerto Rico Ports Authority, Eugenio Maria De Hosotos Airport (MAZ), Rehabilitation of Runway 9-27, Mayaguez, PR	Ongoing	
<p>d. Project Analyst. Kimley-Horn is providing engineering and construction phase service for the rehabilitation of Runway 9-27 and Taxiways A, B, C, D, E and F. This includes pavement structural work, horizontal and vertical geometric changes to the airfield pavements for compliance with FAA Advisory Circular (AC) 150/5300-13A "Airport Design" for an Airport Runway Design Code of B-II, electrical and lighting works, and pavement markings. Project Cost: \$1.05 million</p>		
<p>[X] Check if project performed with current firm</p>		
Fort Lauderdale-Hollywood International Airport (FLL), Terminal 4 Expansion Fort Lauderdale, FL	2021	
<p>e. Project analyst for the Kimley-Horn team for the replacement of Terminal 4 at Fort Lauderdale-Hollywood International Airport (FLL), which is a phased program to replace the existing Concourse H. The existing Concourse aircraft parking configuration has significant conflicts with the new Runway 9R-27L and the new program will resolve these issues. The program, when complete, will consist of 14 gates that replace the existing 10 gate Concourse H. The new facilities will provide more concessions, passenger amenities, and be a more environmentally-friendly facility than the existing Concourse. Once completed, the project will be the most modern building at FLL. Project Cost: \$914,000</p>		
<p>[X] Check if project performed with current firm</p>		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
CARLOS FLORIAN, P.E.	Drainage	a. TOTAL 11	b. WITH CURRENT FIRM 8

15. FIRM NAME AND LOCATION (City and State)
Kimley-Horn and Associates, Inc., Plantation, FL

16. EDUCATION (DEGREE AND SPECIALIZATION) B.S., Civil Engineering, Florida International University	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer in Florida, #80500
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
On-site construction inspections experience in paving and grading, underground pipe installations, stormwater erosion and sedimentation control, and sanitary sewer lift stations.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Fort Lauderdale Executive Airport (FXE) Master Drainage/Conceptual Environmental Resources Permit (ERP) Project, Fort Lauderdale, FL	2020	
<p>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm</p> <p>a. Project Engineer. The scope included pre-design services, existing utility coordination, stormwater modeling, schematic plans, conceptual design permit plans, and permitting. The purpose of the ERP is to conceptually approve the design concepts of a phased development master plan for a surface water management system, so long as the general guidelines set forth in the ERP are upheld. The scope included pre-design services, existing utility coordination, stormwater modeling, schematic plans, conceptual design permit plans, and permitting. Project Cost: \$355,000</p>		
Broward County Terminal 2 and Terminal 4 Parking Deck Expansion and Roadway Improvements, Dania Beach, FL	Ongoing	
<p>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm</p> <p>b. Project Engineer. As a subconsultant, Kimley-Horn is providing landside simulation modeling, parking planning, and civil design services for the new parking garage for Cruise Passenger Terminals 2 and 4 at Port Everglades. The new parking garage will include a comprehensive ground transportation area on the ground level with structured parking above and an elevated pedestrian bridge to the terminal. To support the planning of this project, Kimley-Horn conducted a parking demand and sizing analysis as well as ground transportation simulation modeling using ALPS, Kimley-Horn's proprietary land-transportation performance simulation software, to validate curbside and roadway operations. Kimley-Horn supported the design and implementation with pavement marking and signage design plans and associated construction phase services. Project Cost: \$140,000</p>		
Virgin Islands Port Authority, Cyril E. King International Airport (STT) Parking Garage and Transportation Center, VI	2019	
<p>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm</p> <p>c. Project Engineer. The Virgin Islands Port Authority (VIPA), an autonomous agency that manages both the airports and most of the public seaports in the U.S. Virgin Islands, has retained the assistance of Kimley-Horn for civil and structural engineering services for developing construction documents for a new parking and transportation center at the Cyril E. King Airport in St. Thomas, Virgin Islands. Project Cost: \$2.4 million</p>		
Sheltair Northside Fixed Base Operator (FBO) at Fort Lauderdale Executive Airport (FXE), Fort Lauderdale, FL	2020	
<p>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm</p> <p>d. Project Engineer. Kimley-Horn worked with Sheltair to develop a fixed base operator (FBO) on the north side of FXE. The project consisted of a combination of offices, hangars, and a fixed base operator (FBO) with associated drive aisles, parking, aprons, and site utilities located adjacent to primary Runway 9-27. The facility is anticipated to be approximately 29,651 square ft of office and FBO building area, 11,300 square ft of workshops, 157,976 square ft of hangar area, and 20.15 acres of associated site work. We prepared construction drawings for site improvements including hangar, office space, and taxiway relocation. Kimley-Horn assisted with processing the site plan by providing conceptual engineering drawings identified in the scope of work. Project Cost: \$564,000</p>		
Terminal 2 and Terminal 4 Parking Deck Expansion and Roadway Improvement Broward County, FL	Ongoing	
<p>(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm</p> <p>a. Project Engineer. Kimley-Horn provided landside services for the new parking garage for Cruise Passenger Terminals 2 and 4 at Port Everglades. The new parking garage will include a comprehensive ground transportation area on the ground level with structured parking above and an elevated pedestrian bridge to the terminal. To support the planning of this project, Kimley-Horn conducted a parking demand and sizing analysis as well as ground transportation simulation modeling using ALPS, Kimley-Horn's proprietary land-transportation performance simulation software, to validate curbside and roadway operations. Kimley-Horn supported the design and implementation with pavement marking and signage design plans and associated construction phase services. \$140,000</p>		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
STEFANO VIOLA, P.E.	Drainage	a. TOTAL 17	b. WITH CURRENT FIRM 17
15. FIRM NAME AND LOCATION (City and State) Kimley-Horn and Associates, Inc., Plantation, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S., Civil Engineering, Florida International University		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer in Florida, #74655	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Civil Engineers (ASCE) and Florida Engineering Society			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Fort Lauderdale Executive Airport (FXE) Master Drainage/Conceptual Environmental Resources Permit (ERP) Project, Fort Lauderdale, FL	2020	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm Project Manager. Prior to this project, FXE did not have an ERP for its property. Without an ERP, each development requires a standalone permit which does not allow for the overall benefit and development of the FXE property as a whole. The purpose of the ERP is to conceptually approve the design concepts of a phased development master plan for a surface water management system, so long as the general guidelines set forth in the ERP are upheld. The scope included pre-design services, existing utility coordination, stormwater modeling, schematic plans, conceptual design permit plans, and permitting. The purpose of the ERP is to conceptually approve the design concepts of a phased development master plan for a surface water management system, so long as the general guidelines set forth in the ERP are upheld. The scope included pre-design services, existing utility coordination, stormwater modeling, schematic plans, conceptual design permit plans, and permitting. Project Cost: \$355,000		
North Aviation Business Park at the Piarco International Airport (POS), Trinidad and Tobago, West Indies	2013	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm Project Engineer. Kimley-Horn provided design services for the 68-hectare North Aviation Business Park (NABP) Phase I infrastructure improvements at the Piarco International Airport on the Island of Trinidad for the Airports Authority of Trinidad and Tobago (AATT). Work included providing design of roadways, earthwork, water distribution mains, sewer collection and transmission mains, electrical distribution lines, streetlights, dry utility conduits, box culverts, and drainage improvements. Project Cost: \$15 million		
South Florida Regional Transportation Authority (SFRTA) Fort Lauderdale/Hollywood International Airport Tri-Rail Station Parking Garage Design-Build Documents (aka Dania Beach Deck, Dania Beach, FL	2010	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm Project Engineer. The project involved a master plan and preparation of design-build criteria package for a new 400+ space parking garage at the Fort Lauderdale/Hollywood International Airport Tri-Rail Station. The services included preparation of a planning and zoning due diligence report, appraisal of adjacent property for potential purchase for a surface parking lot, Phase 1 and Phase 2 environmental site assessments, development and evaluation of potential alternatives to increase parking capacity and improve circulation at the station, and preparation of a Categorical Exclusion to satisfy National Environmental Policy Act (NEPA) requirements. A design-build criteria package was prepared, including preparation of a site plan and narrative description of design elements, including civil, landscape, irrigation, parking function, way-finding signage, lighting, structural foundations and framing, architectural, electrical, mechanical, plumbing, security, and fire protection. Coordination with the City to secure entitlements which was constructed on land leased by the South Florida Regional Transportation Authority (SFRTA) from the City. Project Cost: \$5.3 million		
Sistrunk Boulevard Surface Parking Lots, Fort Lauderdale, FL	2018	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm Project Engineer. Kimley-Horn provided professional engineering and landscape architecture services associated with the development of design plans for four public surface parking lots in various locations within the City of Fort Lauderdale. The design included designated accessible parking spaces per current ADA code and designated motorcycle parking spaces per City code requirements. A solar reflective coating was utilized as the lot surface treatment per the City's request. Project Cost: \$114,400		
Wiles Road Design from Rock Island Road to US 441 (SR 7) Broward County, FL	2018	2018
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE [X] Check if project performed with current firm Project Engineer. Kimley-Horn was selected by the Broward County Engineering Division to prepare complete contract plans for the reconstruction and widening of Wiles Road as a 6 lane divided urban arterial from Rock Island Road to U.S. 441 (State Road 7). Broward County and FDOT are sharing in the cost of improvements which include roadway design, drainage, lighting, landscaping, irrigation, bicycle lanes, signalization, utility coordination, and detailed traffic control plans. Project Cost: \$1.1 million		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
JAMES HOWELL, P.E.	Pavement Design	a. TOTAL 10	b. WITH CURRENT FIRM 10
15. FIRM NAME AND LOCATION (City and State) Kimley-Horn and Associates, Inc., Orlando, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) M.E., Civil Engineering, University of Florida B.S., Civil Engineering, University of Florida		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer in Florida, #81814	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Lead instructor for FDOT PCI inspection and repair training; FDOT APMS PCI Survey Certified; PAVER Certified Advance Level II; GIS implementation			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State) FDOT Aviation Office, Statewide Airfield Pavement Management Program - System Update		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE a. Project Manager. Since 2010, Kimley-Horn has supported FDOT in performing timely system updates to the SAPMP to improve the knowledge of pavement conditions at 95 public airports, identify maintenance needs at individual airports, automate information management, and establish standards to address future needs. Kimley-Horn utilizes PAVER to perform condition analysis, evaluate future pavement performance, develop performance curves, and determine maintenance and rehabilitation needs for each airport which included projected costs based on unit costs researched and developed as part of the program.		<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Fort Lauderdale-Hollywood International Airport (FLL), Terminal 4 Expansion Fort Lauderdale, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE b. Project Engineer on the Kimley-Horn team for the replacement of Terminal 4 at Fort Lauderdale-Hollywood International Airport (FLL), which is a phased program to replace the existing Concourse H. The existing Concourse aircraft parking configuration has significant conflicts with the new Runway 9R-27L and the new program will resolve these issues. The program, when complete, will consist of 14 gates that replace the existing 10 gate Concourse H. The new facilities will provide more concessions, passenger amenities, and be a more environmentally-friendly facility than the existing Concourse. Once completed, the project will be the most modern building at FLL. Project Cost: \$914,000		<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Aerostar, San Juan Luis Munoz Marin International Airport (SJU), Runway 8-26 Rehabilitation (2014), San Juan, PR		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2014	CONSTRUCTION (If Applicable) 2018
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE c. Project Analyst. Kimley-Horn provided design of the pavement rehabilitation of Runway 8-26 and associated taxiway connectors. The project consisted of the rehabilitation of the center 9,300 ft of Runway 8-26, the taxiway connectors, and electrical work. The project included the mill and overlay of asphalt pavement on the runway and concrete rehabilitation work on the taxiway connectors as well as associated lighting and electrical work, pavement markings, grading, phasing as well as cost estimates, technical specifications and bidding assistance. Project Cost: \$13.6 million		<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Belle Glade State Municipal Airport (X10), Runway 9-27 Rehabilitation, Belle Glade, FL		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION (If Applicable) 2017
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE d. Project Engineer. Kimley-Horn provided design services to correct deficiencies. Full-depth pavement reconstruction was performed to address the pavement distresses. The original runway was demolished and realigned 35 ft to the south and 100 ft to the east, allowing the airport to correct its object-free area and obstruction issues. The runway was also widened to 60 ft to address FAA requirements and shortened slightly, on the west end, to mitigate other approach obstruction issues. The final dimensions for the runway are 3,450 ft by 60 ft, meeting all FAA General Aviation Facility requirements. Kimley-Horn also provided construction phase services and a full-time resident project representative to observe work. This project won the 2017 Airport of the Year Award from the Florida Department of Transportation Aviation and Spaceports Office. Project Cost: \$608,000		<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Aerostar, Sun Juan Luiz Munoz Marin International Airport (SJU), Apron 6 Pavement Rehabilitation		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE e. Project Engineer. Kimley-Horn provided engineering design services to develop the reconstruction, maintenance and repair plans for Apron 6. Our team conducted a pavement visual inspection to locate all the distresses within the limits of reconstruction and develop construction documents. The project scope was for the apron reconstruction only; this area is approximately 115,000 SF. Throughout the fast track design, Kimley-Horn kept the client informed at all times. Project Cost: \$1.55 million		<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
PAUL REIT, P.E.	Pavement Design	a. TOTAL 11	b. WITH CURRENT FIRM 10
15. FIRM NAME AND LOCATION (City and State) Kimley-Horn and Associates, Inc., Orlando, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S., Civil Engineering, University of Wisconsin-Platteville		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer in Florida, #85200	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

FDOT Airfield Pavement Inspection Training classroom and field instructor; PAVER Certified Advanced Level II; FDOT APMS PCI Survey Certified; Develops customized web-based ArcGIS online applications for pavement programs

19. RELEVANT PROJECTS		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
		PROFESSIONAL SERVICES CONSTRUCTION (If Applicable)
a.	FDOT Aviation Office, Statewide Airfield Pavement Management Program - System Update (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. Since 2010, Kimley-Horn has supported FDOT in performing timely system updates to the SAPMP to improve the knowledge of pavement conditions at 95 public airports, identify maintenance needs at individual airports, automate information management, and establish standards to address future needs. Kimley-Horn utilizes PAVER to perform condition analysis, evaluate future pavement performance, develop performance curves, and determine maintenance and rehabilitation needs for each airport which included projected costs based on unit costs researched and developed as part of the program. Project Cost: \$4.5 million	Ongoing <input checked="" type="checkbox"/> Check if project performed with current firm
b.	Pompano Beach Airpark (PMP) Continuing Services (including Runway 15-33 Rehabilitation), Pompano Beach, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. Kimley-Horn has provided general aviation consulting services for the City's Airpark since 2005. Under this contract, Kimley-Horn completed several projects including Taxiway Kilo Relocation; Pavement Maintenance Program; Taxiway Fillet Widening; Taxiway N Widening; Magnetic Heading Verification; and the Master Plan Update. Project Cost: \$7 million	Ongoing <input checked="" type="checkbox"/> Check if project performed with current firm
c.	Southwest Florida International Airport (RSW), General Engineering Consultant and Project Specific Consultant (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. Kimley-Horn was selected for a 7-year contract to evaluate and expand the airside facilities to accommodate growth at the new midfield terminal complex at RSW. The first task was to evaluate, recommend, and program the airside facilities for potential concourse expansion and aircraft hardstand positions. Kimley-Horn used Aeroturn software to plan aircraft taxiing and parking movements and prepared a decision matrix with more than 20 possible options for aircraft taxiing and parking. From the options, cost estimates were prepared and a recommended course of action developed. Project Cost: \$10.5 million	2022 <input checked="" type="checkbox"/> Check if project performed with current firm
d.	Greater Orlando Aviation Authority, Roadway Pavement Management System Implementation at Orlando International Airport (MCO), Orlando, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Deputy Project Manager. Kimley-Horn conducted a pavement condition assessment in accordance with the ASTM D 6433-18 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys of all of the landside pavement facilities (parking lots, roadways, driveways, motorpool yards, tenant facilities, maintenance yards, and service roads) at Orlando International Airport. Paul coordinated an extensive record document review and initial PAVER database development. He also led pavement inspection teams to inspect more than 25 million square ft of pavement facilities including areas within the Airport Operations Area (AOA). He performed a rehabilitation and maintenance needs analysis to work with GOAA staff in determining a 5-year Capital Improvement Program. Project Cost: \$278,000	2018 <input checked="" type="checkbox"/> Check if project performed with current firm
e.	Roadway Resurfacing Program and Pavement Management System Update Miramar, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. Kimley-Horn was retained by the City of Miramar to update the City's Roadway Resurfacing Program. The program consists of a network level evaluation of pavements, comprising of the development of pavement inventory, roadway network definition, pavement condition surveys of approximately 195 centerline miles of roadway pavement, development of a PAVER pavement management database, development of list of capital needs to allow budgeting for the City's roadway resurfacing program. Project Cost: \$105,675	2017 <input checked="" type="checkbox"/> Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME PABLO AUFFANT, P.E.	13. ROLE IN THIS CONTRACT Grant Support Services	14. YEARS EXPERIENCE a. TOTAL 38 b. WITH CURRENT FIRM < 1 year	
15. FIRM NAME AND LOCATION (City and State) Kimley-Horn and Associates, Inc., Orlando, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S., Civil Engineering, University of Puerto Rico, Mayaguez, PR		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer in Florida, #33935	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) His experience includes providing clients with guidance in the areas of Federal Aviation Administration (FAA) and ICAO Airport Design Standards and airport planning, environmental processing, and compliance. Pablo has assisted with Airport Improvement Programs (AIPs), airspace analysis, cost benefit studies, Part 150 noise studies, capital program development, and program management. Having worked for the U.S. Department of Transportation, Pablo is highly familiar with FAA programs and grants. He has worked at major airports including MCO, MIA, FLL, RSW, SJU, and STT/STX.			
19. RELEVANT PROJECTS			
a. (1) TITLE AND LOCATION (City and State) FAA and ICAO Design Standards, Oviedo, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION (If Applicable)	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal Consultant. Pablo provided aviation/airport clients expertise in areas of FAA & ICAO airport design standards; airport planning; airport environmental processing; airport compliance; airport improvement program; passenger facility charges; SMS; airspace analysis for on airport and off airport development; cost benefit studies; Part 150 Noise Studies; major residential noise mitigation program implementation; Disadvantage Business Enterprise compliance; capital program development; program management; independent cost estimates; and passenger and baggage security screening systems.		<input type="checkbox"/> Check if project performed with current firm	
b. (1) TITLE AND LOCATION (City and State) U.S. DOT/Federal Aviation Administration Program Management, Orlando, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2016 CONSTRUCTION (If Applicable)	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Pablo work as Airport Engineer, Airport Planner, and Manager of FAA programs including Airport Improvement Program & Passenger Facility Charges (provide grants-in aid and alternative financing) to airport for the implementation of airport development programs. Lead the development and implementation of Noise Studies/Compatibility Programs. Some of my major airport assignments include MCO, MIA, FLL, RSW, SJU, and STT/STX.		<input type="checkbox"/> Check if project performed with current firm	
c. (1) TITLE AND LOCATION (City and State) National Aeronautics and Space Administration at Kennedy Space Center, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES 1984 CONSTRUCTION (If Applicable)	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Pablo worked as Facilities Engineer in support of the Space Shuttle Program. He also served as a Systems Engineer for the Sound Suppression System. Some of his major projects included design of the launch complex 39 wastewater treatment plant using state of the art technology; he served as civil engineer in the feasibility study for the construction of a coal gasification facility at the Space Center to generate electrical power and oxygen/hydrogen to fuel the space shuttle. He developed early concepts for the Space Station Modules Processing Facility at KSC.		<input type="checkbox"/> Check if project performed with current firm	
d. (1) TITLE AND LOCATION (City and State) U.S. Department of Defense, U.S. ARMY Corps of Engineers, Detroit, MI		(2) YEAR COMPLETED PROFESSIONAL SERVICES 1980 CONSTRUCTION (If Applicable)	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Civil Engineer for the engineering development training program.		<input type="checkbox"/> Check if project performed with current firm	
e. (1) TITLE AND LOCATION (City and State) Aerostar Airport Holdings, LLC, San Juan, PR		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2021 CONSTRUCTION (If Applicable)	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Director of Planning and Development. Managed the planning, engineering and implementation of airport projects at the Luis Muños Marin International Airport (SJU) that included the new airport master plan, rehabilitation of airport pavements, construction of new cargo handling facilities and rehabilitation of terminal buildings including reconstruction works of damage caused by hurricane Maria. In addition, our team was able to secure a commitment of \$60M in Federal funds for the design (underway as of April 2021) and construction of an 11MG Cogeneration Facility to be operated at the airport. This project will improve the airport resiliency and provide a stable and reliable source of electric power for the whole airport.		<input type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
TORI BACHELER, PWS	Environmental Services	10	7

15. FIRM NAME AND LOCATION (City and State)
Kimley-Horn and Associates, Inc., West Palm Beach, FL

16. EDUCATION (DEGREE AND SPECIALIZATION) M.S., Marine and Environmental Biology, Nicholls State University B.S., Wildlife Ecology and Conservation, University of Florida	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Gopher Tortoise Agent in Florida, #GTA-18-00039 Professional Wetland Scientist, #3486
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Experience working with municipal, state, and federal agencies such as the U.S. Army Corps of Engineers and Water Management Districts; Proficiency with NEPA documentation (Environmental Assessments, Categorical Exclusions, Natural Resource Evaluations, Sociocultural Effects Report, Contamination Screening Evaluation Reports, Section 4(f) Determination of Applicability)

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
a.	Pompano Beach Airpark (PMP) Continuing Services (including Runway 15-33 Rehabilitation), Pompano Beach, FL	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Scientist. Kimley-Horn has provided general aviation consulting services for the City's Airpark. To date, we have accomplished several tasks including the Pavement Maintenance Program, Master Plan Update, Taxiway Kilo Relocation, Taxiway Fillet Widening, and Taxiway N Widening. Project Cost: \$7 million	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	Fort Lauderdale-Hollywood International Airport (FLL) Environmental Assessment, Broward County, FL	2020	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Scientist responsible for writing NEPA documentation including the Environmental Assessment (EA) to comply with FAA standards. Scientist was responsible for Under an on-call services contract with Broward County, the Kimley-Horn team was tasked with providing an environmental assessment for this South Florida airport. Situated in the center of several major highway systems, FLL's environmental characteristics are unique. Project Cost: \$68,000	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	Pompano Beach Airpark (PMP) Environmental and Grant Application for Runway 28 Extension, Pompano Beach, FL	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Lead Environmental Project Manager. Kimley-Horn provided environmental and grant application assistance services in support of the future design and construction of PMP's Runway 28 extension. This was recommended by FAA for the runway's construction. The project included preparing a Documental Categorical Exclusion. This assessment included a field review (for listed species and sensitive habitats), review of US Census Bureau data, NRCS farmland soils data, and other various GIS resources. Project Cost: \$25,000	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	Professional Aviation Planning Services for an Airport Master Plan Update at Daytona Beach International Airport (DAB), Volusia County, FL	2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Scientist responsible for assisting with environmental sections of the Master Plan Update. Provided assessment of wetland and surface water impacts, listed species impacts, and sociocultural impacts for different parcels within airport property. Kimley-Horn was selected to provide master planning services for updates at Daytona Beach International Airport. To revise the airport's zoning ordinance our team developed a GIS based, four-tier airspace map to ease the process of identifying potential developments requiring a detailed airspace analysis as a part of a development approval process. Project Cost: \$2.8 million	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	Belle Glade State Municipal Airport (X10), General Engineering Services, Belle Glade, FL	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Scientist responsible for conducting wetland delineation, listed species survey and 15% gopher tortoise survey for the Belle Glade Airport. Also responsible for preparation of the Documented Categorical Exclusion (CATEX) for the relocation of Runway 9-27 to address FAA safety guidelines. Improvements included relocation of the Runway 9-27 centerline approximately 35 feet south of its existing location as part of an interim strategy to mitigate the Part 77 Primary Surface and Runway Safety Area (RSA) concerns associated with the existing Runway and to allow the Runway Object Free Area (ROFA) to be clear of all existing obstructions. Project Cost: \$1.2 million	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
BRIANA HAZEL	Environmental Services	a. TOTAL 3	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION (City and State)			
Kimley-Horn and Associates, Inc., Lakeland, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
B.A., Geology, University of Florida; B.A., Spanish, University of Florida;		Gopher Tortoise Agent in Florida, #GTA-22-00006A	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Experience in wetland delineation, habitat mapping and assessment, protected species surveys, environmental regulatory permitting, and monitoring success of wetland mitigation areas.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Fort Lauderdale Executive Airport (FXE) General Engineering Consultant, Fort Lauderdale, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable)
[X] Check if project performed with current firm		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Analyst. Kimley-Horn was retained by the City of Fort Lauderdale under a general services contract for their Executive Airport. Under this contract, Kimley-Horn provided general airport consulting services, including master planning, airspace studies, design/build criteria documents, airfield design, and environmental services. Several active and inactive burrowing owl nests were located within the proposed construction limits for the Taxiway Foxtrot Relocation and Taxiway Intersection projects. In an effort to protect the owls, Kimley-Horn was tasked to perform a 100% Burrowing Owl Survey, permit the relocation of active nests, and excavate burrows in areas in conflict with future airport construction. The limits of this project were the area near Taxiway Foxtrot east of old Taxiway Golf and the area south of Runway 9-27 between Taxiways Hotel and Quebec.		
County Line Farms Mixed Use Development, Plant City, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable)
[X] Check if project performed with current firm		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Analyst. Kimley-Horn is currently providing professional engineering consulting services and environmental services for this commercial warehouse project in Hillsborough County. Services include natural resource assessment, design and permitting of on-site created wetlands, gopher tortoise survey and relocation, coordination with U.S. Fish and Wildlife Service (FWS) and the Florida Wildlife Conservation Commission (FWC), site due diligence, subconsultant coordination, and permitting services with the Florida Department of Environmental Resource (FDEP), Southwest Florida Water Management District (SWFWMD), and Hillsborough County's Environmental Protection Committee (EPC). Project Cost: \$551,000		
Baker Dairy Road Sand Skink Survey aka Baker Ranch, Haines City, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable)
[X] Check if project performed with current firm		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Scientist. Environmental Scientist. Kimley-Horn is in the process of creating a 134-lot single-family residential community with associated infrastructure. We are providing ongoing professional engineering consulting services and environmental services, including sand skink surveys. In addition, Kimley-Horn is providing coordination with Florida Wildlife Conservation Commission (FWC) for gopher tortoise permitting services, the U.S. Fish and Wildlife Service (FWS) for skink permitting services, and ongoing design services as this project develops. Project Cost: \$33,000		
Pace Road Industrial Park, Auburndale, FL	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable)
[X] Check if project performed with current firm		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Scientist. Kimley-Horn is providing preliminary design services for the construction of a warehouse/distribution park located on Pace Road in Auburndale. Our services include producing a one-page conceptual site plan, attending meetings and coordinating with Polk County, conducting a Phase I Environmental Site Assessment (ESA), and Phase II ESA. The Phase I ESA includes conducting a site reconnaissance; interviewing current and past owners, operators, and occupants for Recognized Environmental Conditions (RECs); and preparing a summary report of the results of the ESA. The Phase II ESA includes soil sampling, groundwater sampling, and preparing a Phase II ESA report. Kimley-Horn recieved a Southwest Florida Water Management District (SWFWMD) and FWC gopher tortoise relocation permit. Project Cost: \$266,000		
Northeast Regional Park Phase 2, Davenport, FL	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If Applicable)
[X] Check if project performed with current firm		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Environmental Scientist. The Polk County Parks and Natural Resource project consisted of a new 3-acre dog park, 250 new paved parking spaces with connections to the existing roadway, a new restroom facility, and a new eight-foot-wide pedestrian path around the north and eastern perimeter of the park to close a walk loop. Kimley-Horn performed cover board surveys and found the construction area clear of sand skinks; however, the survey identified 29 burrows for an estimated population of 15 gopher tortoises within the entire Northeast Regional Park Expansion area. Services provided included relocation of the tortoises and coordination with permitting agencies. Project Cost: \$84,000		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
ANDREW SCANLON	Airport GIS Services	23	3

15. FIRM NAME AND LOCATION (City and State)

Kimley-Horn and Associates, Inc., City, ST

16. EDUCATION (DEGREE AND SPECIALIZATION)

Master, Information Systems, University of Phoenix; MBA, Technology Management, University of Phoenix; B.S., Industrial Design, ITT Technical Institute

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Project Management Institute; Northwest Chapter of the American Association of Airport Executives; Alpha Beata Kappa Honor Society

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If Applicable)
Massachusetts Port Authority, Runway Incursion Mitigation (RIM) Study and Comprehensive Airfield Geometry Analysis, Massport Aviation Facilities in Boston, Bedford, and Worcester, Suffolk, MA	2020	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. Kimley-Horn is part of team that is conducting a RIM study and comprehensive airfield geometry analysis at Boston-Logan International Airport (BOS). Services include airfield design, demand/capacity analysis, aeronautical survey, airfield simulation, and related analytical services. Andrew is serving as the project manager during the closeout phases of this project. Project Cost: \$734,000		
[X] Check if project performed with current firm		
Aerostar, San Juan Luis Munoz Marin International Airport (SJU), Taxiway H Reconstruction, Carolina, PR	2022	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Planner. Kimley-Horn is providing design and construction phase services for the SJU Taxiway H reconstruction. Taxiway H is the parallel taxiway to Runway 10-28. The project consists of the full depth portland cement concrete pavement reconstruction of the western portion of the taxiway approximately 3,400 feet long and 75 feet wide and associated taxiway connectors. The scope includes geotechnical investigations, survey, subsurface utility exploration, construction specifications and plans, bid, permitting and construction phase services. Project Cost: \$729,000		
[X] Check if project performed with current firm		
Puerto Rico Ports Authority, Eugenio Maria De Hosotos Airport (MAZ), Rehabilitation of Runway 9-27, Mayaguez, PR	Ongoing	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Planner. Kimley-Horn is providing engineering and construction phase service for the rehabilitation of Runway 9-27 and Taxiways A, B, C, D, E and F. This includes pavement structural work, horizontal and vertical geometric changes to the airfield pavements for compliance with FAA Advisory Circular (AC) 150/5300-13A "Airport Design" for an Airport Runway Design Code of B-II, electrical and lighting works, and pavement markings. Project Cost: \$1.05 million		
[X] Check if project performed with current firm		
Indianapolis International Airport (IND), Part B - Design and Construction Oversight, Runway 5R-23L and Taxiway D Strengthening and Capacity Enhancement, Indianapolis, IN	Ongoing	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Planner. Kimley-Horn is part of a joint venture, Circle City Aviation Partners, in the design and construction of Runway 5R-23L and Taxiway D, and all connector taxiways including Taxiway N on the north side of the FedEx facility. Several phasing scenarios were presented in the Part A, preliminary design phase of the project. Due to the project's proximity to the FedEx facility operations and the need for minimal closures on the runway, the preferred phasing scenario was designed to be broken up into three years of construction seasons. The team was awarded the Envision Platinum for this project and the FAA approved the use of carbon mineralization in the airfield pavements - this will be the first airfield project in the U.S. to use carbon cure. Project Cost: \$2.6 million		
[X] Check if project performed with current firm		
Massachusetts Port Authority (MassPort), Rehabilitation of Runway 11-29 at Worcester Regional Airport (ORH), Worcester, MA	Ongoing	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Planner. Kimley-Horn is providing planning, design, and construction related services to reconstruct the eastern half of Runway 11-29 at Worcester Regional Airport. The scope of the project consists of an asphalt mill and overlay to replace deteriorated pavement. Additionally, LED fixture upgrades are planned for the runway centerline lights, edge lights, and touchdown zone lights. The team also is working alongside airport operations to provide construction phasing and sequencing for night construction during a 6-hour closure window in order to minimize impacts to air carrier operations. The team's scope also includes geotechnical investigation, grading, and airfield electrical services. Project Cost: \$600,000		
[X] Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME John E. Phillips III, PLS	13. ROLE IN THIS CONTRACT Professional Land Surveyor	14. YEARS EXPERIENCE a. TOTAL 35 b. WITH CURRENT FIRM 29	
15. FIRM NAME AND LOCATION (City and State) Brown & Phillips, Inc. 1860 Old Okeechobee Road, Suite 509, West Palm Beach, FL 33409			
16. EDUCATION (DEGREE AND SPECIALIZATION) University of Florida Bachelor of Science Surveying and Mapping 1985		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida Professional Land Surveying #4826	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Florida Surveying and Mapping Society Florida Land Surveyors Council			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
PBIA Drainage Structure Assessment West Palm Beach, Florida	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Phillips served as the project manager for this drainage structure assessment project at PBIA. Brown & Phillips performed a topographic survey at each of nine locations in support of an evaluation for drainage structures with erosion issues caused by runoff and iguana nesting. The surveys included locating topographic features, obtaining elevations, and as-built information for the drainage structures. \$17,297		
Palm Beach County General Aviation Airports Exhibit A Property Map Surveys and Field Verification Palm Beach County, Florida	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Phillips served as the project manager for this project which was to develop FAA Exhibit A Airport Property Inventory Maps for each of the three General Aviation Airports (Lantana Airport, North County Airport and Pahokee Airport). The projects included providing on-site field verification i.e. topographic surveys for each of the airports. Airport Property Map/Exhibit A sheets were developed using readily available DOA and County records as well as title reports for each of the airports. \$67,277		
Gulfstream Development on PBIA Golfview Jet Aviation Lease Parcel "B" West Palm Beach, Florida	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Phillips served as the project manager for this project at PBIA. Brown & Phillips located all onsite above-ground improvements and prepared an ALTA Survey to meet the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys. Brown & Phillips located the electrical/communication duct bank and prepared a legal description & sketch for an AT&T and Comcast easement and an FPL lighting easement. Also, legal descriptions and sketches were prepared for water and sewer easements. \$8,270		
MIA Ground Control Survey and Airport Layout Plan Set Update Miami, Florida	PROFESSIONAL SERVICES 2018	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Phillips served as project manager for this project which was a Ground Control Survey that included geodetic control validation of the existing airport PACS and SACS. Photo-identifiable ground control and FAA mandated check points were established. Control of all the airport runway end positions and collection of vertical profiles for the runways, as well as collection of the position, elevation, NAVAIDS located on the airport. Brown & Phillips provided a topographic survey of runway profiles and a drawing showing control found and utilized for the project. \$79,848		
PBIA Interior Airfield Service Road West Palm Beach, Florida	PROFESSIONAL SERVICES 2017	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Phillips served as the project manager for this project. Brown & Phillips performed a topographic survey for the design of the interior airfield service road. The project included locating above ground improvements including pavement markings, lighting, and signage. Cross sections were performed at 12.5' and 25' intervals. Mr. Phillips coordinated with the geotechnical engineers to locate soil borings, pavement cores and test holes. A survey drawing was produced with horizontal and vertical accuracy in conformance to FGDC Geospatial Positioning Accuracy Standards and Florida Minimum Technical Standards. \$15,974		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Anthony Brown, PLS	13. ROLE IN THIS CONTRACT Surveyor	14. YEARS EXPERIENCE a. TOTAL 40 b. WITH CURRENT FIRM 29	
15. FIRM NAME AND LOCATION (City and State) Brown & Phillips, Inc. West Palm Beach, FL 33409			
16. EDUCATION (DEGREE AND SPECIALIZATION) College of Arts, Science and Technology – Jamaica Diploma of Land Surveying 1981		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida Professional Land Surveying #4977	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Congress of Surveying and Mapping (ACSM) Florida Land Surveyors Council			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
PBIA Airfield Design and Engineering Services West Palm Beach, Florida	PROFESSIONAL SERVICES 2018	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm <input checked="" type="checkbox"/> Mr. Brown was lead surveyor for this project which was a Topographic Survey for design of airfield pavement rehabilitation and reconstruction improvements at PBIA, specifically Taxiways D and F. The survey was performed to Florida Standards of Practice survey tolerance. Baseline for both design and construction was laid out and tied to airport control. Benchmarks were set using a closed loop from an established USGS benchmark on the airport. All onsite above-ground features were located, along with soil borings/pavement cores, cross sections were done at a maximum 50' grid, contours and as-builts of drainage structures were obtained. \$85,134.54		
Palm Beach County Park General Aviation Airport (LNA) Fence Improvements Lantana, Florida	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm <input checked="" type="checkbox"/> Mr. Brown was lead surveyor for this project which was a Topographic Survey for the design of fence and security improvements. Mr. Brown tied in Palm Beach County Airport horizontal control and utilized existing Airport and County benchmarks to run benchmarks into the site. Cross sections were done at 50' intervals along the centerline of the proposed fence alignment. Above-ground features were located including pavement markings, lighting, and signage. As-builts were obtained for drainage structures, water, sewer, and electrical manholes. Trees were located and tagged. Flagged underground utilities were located. \$21,220.78		
North Palm Beach County General Aviation Airport (F45) Runway 9R-27L Rehabilitation Palm Beach Gardens, Florida	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm <input checked="" type="checkbox"/> Mr. Brown was lead surveyor for this project. A Topographic Survey was performed for the design of F45 Runway 9R-27L pavement rehabilitation and improvements. Mr. Brown utilized PACS & SACS for horizontal control and performed a level run onsite using existing Palm Beach County benchmarks to run elevations into the site. The established horizontal and vertical control points were referenced to parcel corners with state plane coordinates. Baseline was established. All above-ground improvements were located, including buildings, driveways, pavement, curb and gutters, fencing, walls, utilities, trees, etc. As-built information was obtained on drainage structures. Cross sections were done at 25' intervals. \$32,304.00		
PBIA Construct Taxiway W – Quality Assurance West Palm Beach, Florida	PROFESSIONAL SERVICES 2016	CONSTRUCTION (If Applicable) 2016
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm <input checked="" type="checkbox"/> Mr. Brown served as lead surveyor for this project which required Brown & Phillips to perform topographic surveying services for the purposes of layout verification and as-built validation. The project included verification of layout for Runway 14-32 striping modifications and validation of as-built survey provided by contractor by means of spot checking. Mr. Brown conducted an independent survey of base course elevations, edge light locations and elevations, etc. on Taxiway W and the service road. He provided information to the engineer for comparison with design information and with the survey information provided by the contractor's surveyor. \$7,773.28		
Palm Beach County Glades General Aviation Airport (PHK) Runway and Taxiway Rehabilitation – Design Phase Pahokee, Florida	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If Applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Check if project performed with current firm <input checked="" type="checkbox"/> Mr. Brown was lead surveyor for this project. A topographic survey was performed for the design of runway and taxiway rehabilitation. All above-ground features were located, and pavement and ground shots were done on a minimum 25' grid with additional ground shots within the limits of proposed construction area as needed to define unique topographic features. As-built information was obtained on drainage structures including rim, inverts, and material. Mr. Brown also coordinated with the geotechnical engineers to locate 4 soil borings, 5 CBR and 50 pavement cores. \$37,572.13		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Sheryl A. Dickey	Principal/Project Director	a. TOTAL	b. WITH CURRENT FIRM
		43	27
15. FIRM NAME AND LOCATION (City and State)		Dickey Consulting Services, Inc. (DCS), Fort Lauderdale, FL	
16. EDUCATION (Degree and Specialization) B.S.S.W. The Ohio State University		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards)			

19. RELEVANT PROJECTS

a. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Fort Lauderdale Executive Airport Disadvantaged Business Enterprise (DBE) Program (Fort Lauderdale, FL)	PROFESSIONAL SERVICES Current	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm

DBE Program Principal

The City of Fort Lauderdale, as a provision of grants issued by the FAA, monitors the Fort Lauderdale Executive Airport DBE Program, particularly Contractor compliance with DBE requirements in construction contracts issued with funds from those grants.

DCS serves as the DBE Program Liaison Officer, providing DBE compliance, monitoring, and reporting services as needed. Tasks include gather and report statistical data, review third-party contracts for compliance, review Contractor and Subcontractor/Subconsultant forms for compliance, perform airside and landside site interviews to monitor DBE compliance and Davis-Bacon Act compliance, review DBE policies, provide outreach to DBE-certified firms and community organizations to advise them of opportunities, ensure Bid Notices and Requests for Proposals are available to DBE firms, determine DBE goals, advise the City on DBE matters and achievement, and prepare and submit necessary compliance reports to the City for forwarding to the FAA or DOT.

b. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Boca Raton Airport Authority Disadvantaged Business Enterprise (DBE) Program (Boca Raton, FL)	PROFESSIONAL SERVICES Current	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm

DBE Program Administrator

Boca Raton Airport Authority established a DBE Program for the Airport to achieve objectives of the Department of Transportation (DOT) 49 CFR Part 26. Key tenants of the Program are to create a level playing field for DBE firms to compete fairly for DOT-assisted contracts, ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs, and promote the use of DBEs in federally assisted contracts and procurement activities conducted by recipients.

DCS serves as the DBE Program Administrator providing compliance, monitoring, and reporting services for the Airport. In this capacity, DCS calculates the overall DBE goal for the Airport and the DBE goal for specific projects, compiles and reports statistical data and other information as required, reviews third-party contracts and purchase requisitions for compliance with the Program and prepares and submits FAA-required compliance reports.

c. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Sewer Design and Implementation (Fort Lauderdale, FL)	PROFESSIONAL SERVICES Current	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm

Project Director

The City of Fort Lauderdale implemented the Program after accidental wastewater release incidents occurred throughout the city. The source of wastewater releases can be attributed to aging sewer mains located in the oldest areas of the city that surpassed their designed life cycles and operate in highly corrosive environments. The City identified over 15 miles of sewer main and valve replacement projects based on physical conditions such as age, material, and historical breakages, which serve as the focus of the program.

DCS serves as the Public Involvement/Public Outreach Program Manager. The firm created and maintains a database and tracking system of stakeholders, schedules meetings in coordination with the City's PIO, develops and distributes information to stakeholders, and address concerns, complaints, and questions from those affected by the project.

d. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Bayshore Drive Intracoastal Force Main Crossing (Fort Lauderdale, FL) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <i>Project Director</i> The City of Fort Lauderdale owns, maintains, and operates a wastewater force main which includes approximately 500 feet of subaqueous crossing under the Atlantic Intracoastal Waterway. After experiencing several pipeline failures over the years, the city determined the force main needed to be replaced and implemented the Project at a cost of approximately \$1.85M. DCS provided Public Outreach services which included developing and distributing construction notices; scheduling and attending meetings with owners, residents, businesses, and other key stakeholders; and addressing stakeholder concerns and questions.	PROFESSIONAL SERVICES October 2021	CONSTRUCTION (if applicable)
<input checked="" type="checkbox"/> Check if project performed with current firm		
e. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Broward County Utility Analysis Zones Projects (Fort Lauderdale, Lighthouse Point, Hillsboro Mile, Deerfield Beach, Lauderdale Lakes, Hollywood, Miramar, Pembroke Pines, and Unincorporated Broward County, FL) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <i>Principal/Project Director</i> Broward County Public Works Division Water and Wastewater Services began implementing the Utility Analysis Zones (UAZ) Projects in mid-2009 at a cost exceeding \$100 million to make water and sanitary sewer improvements to several UAZs throughout Broward County. DCS provides public information and community awareness services to residents, property owners, and businesses relative to the impact of water and sewer lines replacement. Services include develop and maintain a tracking system for community concerns and project team responses, prepare and distribute construction notices, attend meetings with stakeholders, distribute Traffic Impact Reports, and provide coordination assistance during construction.	PROFESSIONAL SERVICES Current	CONSTRUCTION (if applicable)
<input type="checkbox"/> Check if project performed with current firm		
f. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Broward County Water and Wastewater Services Reclaimed Water Transmission System Expansion (Deerfield Beach, FL) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <i>Project Director</i> Broward County Water and Wastewater Services implemented the Project to make water and sanitary sewer improvements to communities throughout Broward County including replacement and installation of sanitary force mains. DCS provides public outreach services on behalf of the County and the consultant. Services include meetings with stakeholders in the affected areas, distribution of construction notices, road closure notices, etc., and receipt and management of residents' concerns.	PROFESSIONAL SERVICES November 2021	CONSTRUCTION (if applicable)
<input checked="" type="checkbox"/> Check if project performed with current firm		
g. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Hollywood Marina Master Plan (Hollywood, FL) (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <i>Public Outreach Principal</i> The City of Hollywood is approximately 115 feet in length and has 55 in-water slips. The City of Hollywood envisioned the Marina Master Plan (Plan) to serve as a comprehensive guide for future capital improvement investment projects by creating a modern, safe, and secure marina facility designed to accommodate customer needs. The goal of the Plan is to address public launching sites, dry slip parking, wet slip dockage, ADA accessibility enhancements, traffic, public safety concerns, a unified shoreline, etc. DCS' key role is to foster collaboration between the city, residents, marine customers, and other key stakeholders. Some key tasks were to identify locations and attend community events suitable for community outreach, offer coordination for outreach efforts, provide copies of surveys and flyers at various locations, and encourage feedback, attend events to capture survey responses, visit neighborhoods around the Marina to conduct surveys and distribute flyers, and provide a written summary report of public outreach efforts.	PROFESSIONAL SERVICES January 2022	CONSTRUCTION (if applicable)
<input checked="" type="checkbox"/> Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME Doug Fuller, CMS, CP	13. ROLE IN THIS CONTRACT Airport GIS Specialist	14. YEARS OF EXPERIENCE a. TOTAL 60 b. W/CURRENT FIRM 47	
15. FIRM NAME AND LOCATION (City and State) NV5 Geospatial, Inc., St. Petersburg, FL		NV5 GEOSPATIAL	
16. EDUCATION (Degree and Specialization) Certificate, FAA Integrated Distance Learning Environment (IDLE), Federal Aviation Administration, 2010		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) N/A	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Doug is responsible for the estimating, flight planning, and quality assurance of new airport projects. His extensive experience is invaluable for controlling project costs. He communicates with the client, acquisition team, and production team as necessary to confirm that each project is done according to specifications using the best possible method. With his completed FAA IDLE training, he is qualified as a consultant to our airport clients in matters concerning the FAA regulations. Doug has been involved in over 700 18B AGIS projects and submittals.			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a. Fort Lauderdale/Hollywood International Airport, Fort Lauderdale, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION (If Applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Airport GIS Specialist. NV5 Geospatial performed an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 – 18B Section 2.7.1.1 runways with vertical guidance. NV5 Geospatial also acquired new vertical stereo aerial photography at a nominal scale of 1"=360' for the airport property as defined or confirmed by BCAD and 1"=1,905' covering the obstruction surface areas. This aerial photography will cover all of the VG Airspace Surfaces and will be obtained using Zeiss Digital Mapping Cameras during leaf-on conditions. \$269,950	<input checked="" type="checkbox"/> Check if project performed W/CURRENT firm	
b. Orlando Sanford International Airport Mapping Orlando, FL	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If Applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Airport GIS Specialist. NV5 Geospatial assisted Avcon, Inc. with an Updated Airport Layout Plan at the Orlando Sanford International Airport (SFB). The project, in compliance with AGIS policies, acquired new vertical stereo digital imagery at a physical image scale of 1"=1,042' of the defined area. The aerial imagery covered all of the areas of change using a Zeiss Z/I Digital Mapping Camera II (DMC) during leaf-on conditions. \$40,975	<input checked="" type="checkbox"/> Check if project performed W/CURRENT firm	
c. Washington Dulles International Airport Aeronautical Obstruction Survey, Dulles, VA	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If Applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Airport GIS Specialist. NV5 Geospatial is serving as a subconsultant to Ricondo & Associates. This project will be done in compliance with ADIP policies and will include an airport airspace analysis for vertically guided operations of existing runways and a future runway. The purpose of the project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 – 18BL 2.7.1.1 Runways with Vertical Guidance. For this project, Quantum Spatial used existing imagery captured in August/September of 2021. The aerial imagery covers all of the VG Airspace Analysis surfaces. \$85,746	<input checked="" type="checkbox"/> Check if project performed W/CURRENT firm	
d. Dallas-Fort Worth International Airport Aeronautical Obstruction Survey, Dallas, TX	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If Applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Airport GIS Specialist. NV5 Geospatial served as a subconsultant to Landrum & Brown to provide an aeronautical obstruction survey, including leaf-off lidar collection, at the Dallas-Fort Worth International Airport (DFW). The project was done in compliance with AGIS policies and included an airport airspace analysis for the vertically-guided operations for existing Runways 13L/31R, 13R/31L, 17C/35C, 17L/35R, 17R/35L, 18L/36R, and 18R/36L, as well as future Runway 16/34. \$553,912	<input checked="" type="checkbox"/> Check if project performed W/CURRENT firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Amy Champagne-Baker, PE	13. ROLE IN THIS CONTRACT Project Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 25	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION <i>(City and State)</i> Quantum Electrical Engineering, Inc. Coral Springs, FL 33067			
16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science in Electrical Engineering Clarkson University 1997		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> FL PE #73735 Electrical Engineer CT PE #27854 Electrical Engineer USVI PE #1291E Electrical Engineer	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Amy Champagne-Baker, Project Engineer, brings to this project over 25 years of electrical design and project management experience on major air carrier aviation airport runways, taxiways and apron edge lighting systems, instrumentation landing systems, airfield electrical vaults, and apron lighting. LEED-AP Certified.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Ft. Lauderdale Executive Airport Runway Incursion Mitigation Holdbars Ft. Lauderdale, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i> 2021
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm a. This project included the design for nine new elevated and in pavement runway guard light lighting systems for the existing "hot spot" taxiway connectors. The design included the layout & design of new LED lighting elevated Runway guard lights with in pavement holdbars, new conduit and conductor systems, and airfield lighting computer control monitoring system modifications. Estimated Electrical construction cost: \$600K		
(1) TITLE AND LOCATION <i>(City and State)</i> Ft. Lauderdale Executive Airport Runway Taxiway G Rehabilitation Ft. Lauderdale, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i> N/A
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm b. This project included the design of new taxiway lighting and signage system for Taxiway G and Taxiway M impacted by the geometry change. Included the layout & design of relocated LED guidance signage, new taxiway lights, new conduits and conductor systems, airfield lighting computer control monitoring system modifications and electrical calculations of the existing regulators. Estimated Electrical construction cost: \$154K		
(1) TITLE AND LOCATION <i>(City and State)</i> Ft. Lauderdale Executive Airport Runway Taxiway H&Q Relocation Ft. Lauderdale, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> On going
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm c. This project included the design of new airfield lighting and signage systems for the relocation/modification to the existing taxiway geometry. The design included the layout & design of new LED lighting fixtures, LED guidance signage, new conduit and conductor systems, airfield lighting computer control monitoring system modifications and electrical calculations of the existing regulators. Estimated Electrical construction cost: \$590K		
(1) TITLE AND LOCATION <i>(City and State)</i> Ft. Lauderdale Executive Airport Signage Replacement Ft. Lauderdale, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i> 2021
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm d. This project included the design for the replacement of all existing airfield guidance signs with new LED airfield guidance signs. The design also included the renaming of the taxiway connectors to be in compliance with the FAA Engineering Brief #89 and included the layout & design of new LED guidance signage, new conductors and electrical calculations of the existing regulators, modifications of the existing airfield lighting control system. Electrical construction cost: \$900K		
(1) TITLE AND LOCATION <i>(City and State)</i> Ft. Lauderdale Executive Airport Taxiway Foxtrot West Lighting Improv. Ft. Lauderdale, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i> 2019
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm e. Designed airfield lighting and signage improvements for Taxiway Foxtrot West of R/W 13-31. Included layout & design of new LED lighting fixtures/guidance signage, new conduit/conductor systems, airfield lighting computer control monitoring system modifications and electrical calculations of the existing regulators. Provided construction administration Electrical construction cost: \$460K		

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
James W Kappes, PE	Project Engineer	16	2

15. FIRM NAME AND LOCATION *(City and State)*

Quantum Electrical Engineering, Inc. Coral Springs, FL 33067

16. EDUCATION *(Degree and Specialization)*Bachelor of Science in Electrical Engineering
Florida Atlantic University 200517. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

FL PE #71499 Electrical Engineer

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

James Kappes, Project Engineer, brings to this project over 16 years of electrical design, construction administration, project management experience on airport terminal and concourses, airfield lighting and electrical systems, water and wastewater facilities, cost estimates, testing, startups, lighting systems, short circuit calculations and arc flash analysis.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Ft. Lauderdale Executive Airport Runway 9 Run-Up Area and TW Intersection Improvements, Ft. Lauderdale, FL	On going	N/A
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project included the design of new lighting and signage systems for the new Runway 9 run-up area and taxiway modifications. The design included the layout & design of new LED lighting fixtures, new ductbank system, LED guidance signage, airfield lighting computer control monitoring system modifications. Estimated electrical construction cost: \$600K.		
Ft. Lauderdale Executive Airport Runway 31 Taxiway Bypass Ft. Lauderdale, FL	2022	N/A
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project included the design of a new lighting and signage system for a new Taxiway bypass connector. The design included the layout & design of new LED lighting fixtures, new ductbank system, LED guidance signage, airfield lighting computer control monitoring system modifications. Estimated electrical construction cost: \$243K.		
Ft. Lauderdale Executive Airport Runway Taxiway G Rehabilitation Ft. Lauderdale, FL	2022	N/A
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project included the design of new taxiway lighting and signage system for Taxiway G and Taxiway M impacted by the geometry change. Included the layout & design of relocated LED guidance signage, new taxiway lights, new conduits and conductor systems, airfield lighting computer control monitoring system modifications and electrical calculations of the existing regulators. Estimated Electrical construction cost: \$154K		
Ft. Lauderdale Executive Airport Taxiway Foxtrot Relocation Ft. Lauderdale, FL	2019	2021
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Designed the relocation of the existing taxiway (3,600 ft.) electrical & lighting systems. Included layout & design of new LED lighting fixtures/guidance signage, new conduit/conductor systems, airfield lighting computer control monitoring system modifications and electrical calculations of the existing regulators. Provided construction administration Electrical construction cost: \$1.3M		
Ft. Lauderdale Executive Airport Electrical Vault Improvements Ft. Lauderdale, FL	2018	2019
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm This project included the expansion of the existing airfield electrical vault. Including the design of a new electrical system, new homerun connectors, new regulators, LED guidance signage, airfield lighting vault electrical improvements and airfield lighting computer control monitoring system modifications. Provided construction administration. Electrical construction cost: \$1.0M		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Michael R Beldowicz, PE	Project Engineer	22	1

15. FIRM NAME AND LOCATION *(City and State)*

Quantum Electrical Engineering, Inc. Inc. Coral Springs, FL 33067

16. EDUCATION *(Degree and Specialization)*Bachelor of Science in Civil Engineering
Embry Riddle Aeronautical University 200017. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

FL PE #63849 Civil Engineer

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Michael Beldowicz, P.E. brings over 22 years of civil and electrical design, project management and construction administration experience on major air carrier and GA airport construction projects. This comprehensive knowledge applies to project coordination, constructability/plan reviews, value engineering and overall on-site project observation.

19. RELEVANT PROJECTS

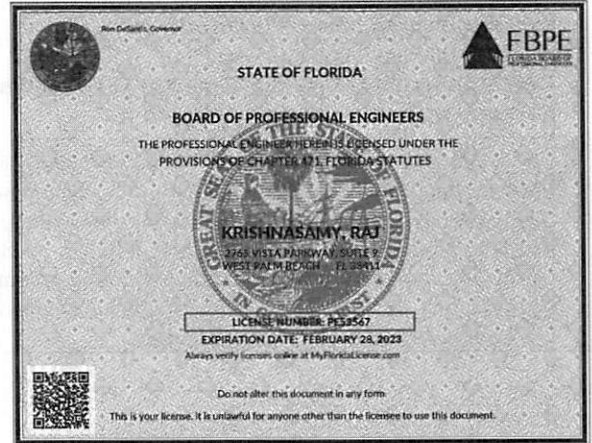
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Fort Lauderdale Executive Airport Signage Replacement CA Services Fort Lauderdale, FL	2020	2022
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm a. Provided limited construction administration services for the replacement of approximately 150 new guidance signs on new and existing concrete pads. Includes periodic on-site observation of electrical installations, shop drawing review, RFI responses and pay application review. Electrical construction cost: \$900K		
Fort Lauderdale Executive Airport Taxiway F Relocation CA Services Fort Lauderdale, FL	2020	2021
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm b. Provide limited construction administration services for the electrical portion of the Taxiway F Relocation project. Includes on site observation of electrical installations, shop drawing review, RFI responses, pay application review, site visit reports, coordination between disciplines and trades. Estimated project cost: \$1.3 million		
Fort Lauderdale Executive Airport Runway Incursion Mitigation CA Services, Fort Lauderdale, FL	2020	2021
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm c. Provide limited construction administration services for the electrical portion of the Taxiway F Relocation project. Includes on site observation of electrical installations, shop drawing review, RFI responses, pay application review, site visit reports, coordination between disciplines and trades. Estimated Electrical construction cost: \$600K		
Fort Lauderdale Executive Airport Electrical Vault Improvements CA Services, Fort Lauderdale, FL	2018	2019
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm d. Provided daily on-site observation for the construction of an expansion to the existing airfield electrical vault building. This project included the installation of new regulators, cabling replaced to the interface manhole and the relocation of the airfield lighting control and monitoring system. Electrical construction cost: \$1.0M.		
Fort Lauderdale Executive Airport Electrical Taxiway Foxtrot West Electrical Improvements CA Services, Fort Lauderdale, FL	2018	2019
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm e. Full time construction oversight to install new LED taxiway edge lighting fixtures, new LED signs and new sign pads and the installation of new junction can plazas. Partnered with the Contractor to determine nightly work areas and request appropriate closures to complete the work. Electrical construction cost: \$460K		

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Raj Krishnasamy, P.E.	13. ROLE IN THIS CONTRACT Principal Engineer / Project Manager / QA/QC Officer	14. YEARS EXPERIENCE <table border="1"> <tr> <td>a. TOTAL 35</td> <td>b. WITH CURRENT FIRM 22</td> </tr> </table>		a. TOTAL 35	b. WITH CURRENT FIRM 22
a. TOTAL 35	b. WITH CURRENT FIRM 22				
15. FIRM NAME AND LOCATION (City and State) TSFGeo, West Palm Beach, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) BS Civil Engineering, Christian Brothers University, 1987 MS Civil Engineering, University of Memphis, 1996		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida No. 53567			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) <p>Mr. Raj Krishnasamy, P.E. has more than 35 years of professional experience. As President and Principal Engineer for Tierra South Florida, Inc. (TSFGeo), Mr. Krishnasamy oversees the geotechnical engineering, construction materials testing, and inspection services operations. Mr. Krishnasamy has been involved in hundreds of projects of diversified complexity consisting of airports, residential, commercial, educational, and wastewater treatment facilities, sports arenas, landfills, roadways and land reclamation. Mr. Krishnasamy's experience consists of successfully completing more than 5,000 public and private projects, including prominent <i>FXE projects such as FXE Taxiway Bravo Rehabilitation, Taxiway Echo Rehabilitation, Taxiway Delta & Charlie Rehabilitation. Other aviation experience includes the South Runway Project - Expansion of Runway 10R-28L where Mr. Krishnasamy provided geotechnical engineering recommendations for the project including a 65-foot MSE wall - the tallest MSE wall in the State of Florida.</i> In addition, Mr. Krishnasamy has worked on more than 160+ aviation projects throughout the state and is the Lead Geotechnical Engineer on numerous aviation continuing contracts including: <i>"Professional Consultant Services for Fort Lauderdale-Hollywood International Airport and North Perry Airport, Building Projects", "Palm Beach County Department of Airports General Consultant Services", and the City of Fort Lauderdale's "Aviation Consulting Services, General Engineering" amongst others.</i></p>					
19. RELEVANT PROJECTS					
(1) TITLE AND LOCATION (City and State) Fort Lauderdale Executive Airport (FXE) Runway 9 Run-Up Relocation and South End Taxiways, Broward County, Florida.		(2) YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2022</td> <td>CONSTRUCTION (If applicable)</td> </tr> </table>		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)
PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable)				
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE a. Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for improvements to the FXE Runway 9 Run-Up Relocation and South End Taxiways. The purpose of the study was to provide geotechnical input to the design team to assist in the evaluation of the merits of the construction. TSFGeo provided a geotechnical engineering report that included geotechnical engineering evaluations and recommendations regarding site preparation procedures, site clearing, floor subgrade compaction and engineering fill, footing, lateral Earth pressures, construction considerations, pipe backfill, and excavations. ✓ Completed on time ✓ Within budget.		<input checked="" type="checkbox"/> Check if project performed with current firm			
(1) TITLE AND LOCATION (City and State) Fort Lauderdale Executive Airport (FXE) G Rehabilitation Broward County, Florida		(2) YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2021</td> <td>CONSTRUCTION (If applicable)</td> </tr> </table>		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)				
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE b. Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for the FXE Taxiway G Rehabilitation project. The rehabilitation started from Taxiway C to the west of Taxiway W. The purpose of the study was to provide geotechnical input in order to assist in the evaluation of the merits of the construction. TSFGeo provided a geotechnical engineering report which included evaluations and recommendations regarding site preparation procedures. ✓ Completed on time ✓ Within budget		<input checked="" type="checkbox"/> Check if project performed with current firm			
(1) TITLE AND LOCATION (City and State) Fort Lauderdale Executive Airport (FXE) Airport Design Services for Maintenance Run-Up Area Expansion Broward County, Florida		(2) YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2021</td> <td>CONSTRUCTION (If applicable)</td> </tr> </table>		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)				
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE c. Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering Services for the FXE Maintenance Run-Up Expansion Area. The project improvements included the Midfield Run-Up Area. The run-up area is east of Runway 13-31, and south of 09-27. The area is approximately 15 acres in size. The purpose of the study was to provide geotechnical input to the design team to assist in the evaluation. TSFGeo provided a geotechnical engineering report that included geotechnical engineering recommendations. ✓ Completed on time ✓ Within budget		<input checked="" type="checkbox"/> Check if project performed with current firm			

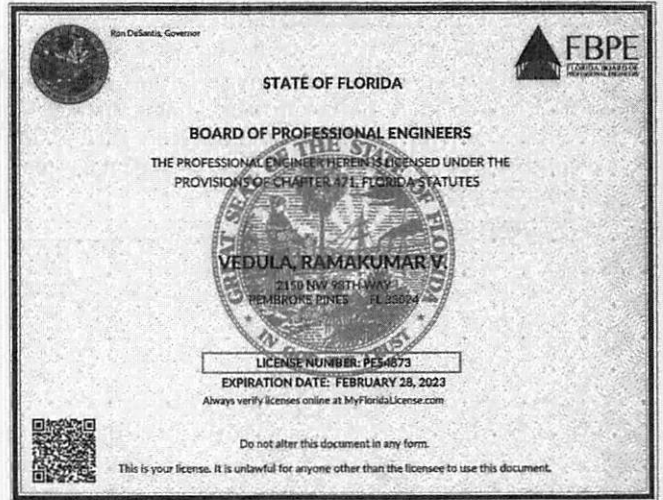


d.	(1) TITLE AND LOCATION <i>(City and State)</i> Fort Lauderdale Executive Airport (FXE) Taxiway F Relocation/Rehabilitation, Broward County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Briefscope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering, QC and Inspection Services for the FXE Taxiway F Relocation/Rehabilitation. The project consisted of the Relocation/Rehabilitation of Taxiway Foxtrot that included the demolition of the existing taxiway; construction of a new taxiway; reconstruction of the taxiway intersections; relocation of airfield guidance signs and taxiway edge lights, pavement marking and pavement rehabilitation. TSFGEO provided geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned taxiway improvements based on site observations, field exploratory test data obtained during the geotechnical study, and project information. During Construction, TSFGEO provided QC and Inspection Services which included laboratory testing, soils, concrete sampling/testing, and reporting. A TSFGEO Senior Engineer provided a review of daily reports and handled project coordination. ✓ Completed on time ✓ Within budget		
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Fort Lauderdale Executive Airport (FXE) Aviation and Service (AES) Facility Expansion, Broward County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Briefscope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Krishnasamy was the Principal-in-Charge of the Geotechnical Engineering and QC Services for the FXE AES Facility Expansion. The project consisted of a new structure for expansion, a new roadway and access gate, a new gate for existing roadway access, a new covered walkway between AES and Admin Building, a newly expanded ramp area and resurfacing the existing roadway and ramp area. TSFGEO provided a geotechnical report that included recommendations regarding site preparation and construction considerations. TSFGEO also provided QC Services for the project which included laboratory testing, soils, and concrete sampling/testing, and reporting. ✓ Completed on time ✓ Within budget		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Kumar Vedula, P.E.	13. ROLE IN THIS CONTRACT Principal Engineer	14. YEARS EXPERIENCE a. TOTAL 26 b. WITH CURRENT FIRM 17	
15. FIRM NAME AND LOCATION (City and State) TSFGeo, West Palm Beach, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Engineering, Andhra University, India, 1992 MS Civil Engineering, University of Memphis, 1995		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida No. 54873	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) <p>American Society of Civil Engineers, Past President <i>Augered Cast-in-Place and Driven Pre-stressed Concrete Pile Field Performance Comparison</i>, Frizzi, R. P. & Vedula, R.V, Published in FHWA Resource Center, 83rd Annual Transportation Research Board Meeting, Washington D.C., January 2004</p> <p>Mr. Kumar Vedula, P.E., a Florida-Registered Professional Engineer has more than 26 years of experience in a wide variety of geotechnical projects involving foundation design, slope stability analysis, WEAP analysis and interpreting PDA reports, excavation support, and construction inspection. Mr. Vedula's extensive experience includes foundation inspections soil modification (dynamic compaction, stone columns), preloading, excavations, backfilling, and post-construction monitoring. Mr. Vedula has authored and co-authored papers published in national and international publications. Mr. Vedula was the Geotechnical Project Engineer for FXE Taxiway Bravo Rehabilitation, FLL Expansion of Runway 10R-28L, FLL Terminal 2 Modernization, and FLL Terminal 3 Modernization, and Terminal 4 (T4) Redevelopment and Expansion as well as numerous other aviation projects throughout Florida.</p>			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State) Fort Lauderdale Executive Airport (FXE) Runway 9 Run-Up Relocation and South End Taxiways, Fort Lauderdale, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2022 CONSTRUCTION (If applicable)		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE a. Mr. Vedula was the Principal Engineer for the Geotechnical Engineering Services for improvements to the FXE Runway 9 Run-Up Relocation and South End Taxiways. The purpose of the study was to provide geotechnical input to the design team to assist in the evaluation of the merits of the construction. TSFGeo provided a geotechnical engineering report which included evaluations and recommendations regarding site preparation. ✓ Completed on time ✓ Within budget	<input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) Fort Lauderdale Executive Airport (FXE) Runway 31 Bypass Taxiways, Broward County, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2021 CONSTRUCTION (If applicable)		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE b. Mr. Vedula was the Principal Engineer of the Geotechnical Engineering Services for the FXE Runway 31 Bypass Taxiways. The project included a new taxiway section for Runway 31 and a bypass to the east end of Runway 31. The purpose of the study was to provide geotechnical input to the design team to assist in the evaluation of the merits of the construction. TSFGeo provided a geotechnical engineering report that included evaluations and recommendations regarding site preparations, construction considerations, pipe backfill and excavations. ✓ Completed on time ✓ Within budget	<input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) Fort Lauderdale Executive Airport (FXE) G Rehabilitation Broward County, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2021 CONSTRUCTION (If applicable)		
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE c. Mr. Vedula was the Principal Engineer of Geotechnical Engineering Services for the FXE Taxiway G Rehabilitation project. The rehabilitation started from Taxiway C to the west of Taxiway W. The purpose of the study was to provide geotechnical input in order to assist in the evaluation of the merits of the construction. TSFGeo provided a geotechnical engineering report which included geotechnical engineering evaluations and recommendations regarding site preparation procedures ✓ Completed on time ✓ Within budget	<input checked="" type="checkbox"/> Check if project performed with current firm		

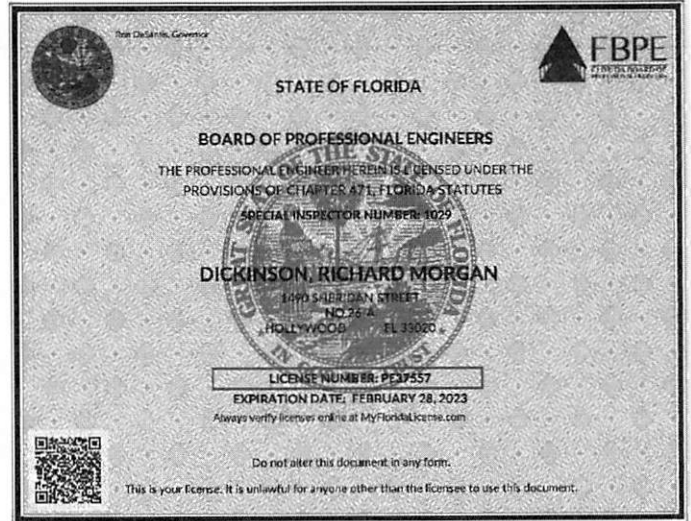


	(1) TITLE AND LOCATION <i>(City and State)</i> Fort Lauderdale Executive Airport (FXE), Airport Design Services for Maintenance Run-Up Area Expansion, Broward County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i>
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Mr. Vedula was the Principal Engineer of the Geotechnical Engineering Services for the FXE Maintenance Run-Up Expansion Area. The project improvements included the Midfield Run-Up Area. The run-up area is east of Runway 13-31, and south of 09-27. The area is approximately 15 acres in size. The purpose of the study was to provide geotechnical input to the design team to assist in the evaluation. TSFGEO provided a geotechnical engineering report that included geotechnical engineering evaluations and recommendations. ✓ Completed on time ✓ Within budget		
	(1) TITLE AND LOCATION <i>(City and State)</i> Fort Lauderdale Executive Airport (FXE) Taxiway Hotel and Quebec Modifications, Fort Lauderdale, Florida.	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i>
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Mr. Vedula was the Principal Engineer of the Geotechnical Engineering Services for the FXE Taxiway Hotel and Quebec Modifications. The project consisted of the modifications/ new intersections at Taxiway H and Q between Taxiway Alpha and Echo. The pavement along Taxiway Echo will be milled and resurfaced. TSFGEO provided a geotechnical engineering report which included a USDA-NRCS- USGS soil map, pavement core data, pavement core photographic documentation, report of the moisture-density test result, and boring location plan/soil profiles sheets. ✓ Completed on time ✓ Within budget		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME R. Morgan Dickinson, P.E., S.I.	13. ROLE IN THIS CONTRACT Principal Engineer	14. YEARS EXPERIENCE a. TOTAL 44 b. WITH CURRENT FIRM 1	
15. FIRM NAME AND LOCATION (City and State) TSFGeo, West Palm Beach, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Master of Science in Geotechnical Engineering, Northwestern University, 1980 Bachelor of Science in Civil Engineering, University of Colorado, 1978 Ph.D. Candidate in structural Engineering, Florida International University, studies ongoing		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida No. 54873 Special (Threshold) Engineer: Florida, 1029	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Professional Engineer: Colorado, 20191; American Society of Civil Engineers (ASCE); Florida Engineering Society (FES); National Society of Professional Engineers (NSPE); FDOT CTQP Quality Control Manager; Advanced Maintenance of Traffic (MOT) Mr. Morgan Dickinson, PE, SI, is a Florida-Registered Professional Engineer and Special Inspector with more than 44 years of experience. Mr. Dickinson's background includes construction material testing, construction engineering and inspection, engineering management, geotechnical engineering, and threshold building inspection. Mr. Dickinson has provided construction engineering services for roadways, bridges, retaining walls, high-rise structures, earthen dams and impoundments, airports (both landside and airside), runways, and taxiways. Mr. Dickinson serves as the Principal Materials Engineer providing QA/QC services on a variety of projects in both the private and public sectors. Mr. Dickinson has managed the contractor's QC program and on other projects, has represented the owner, providing QA, verification, and threshold inspection services. Mr. Dickinson is responsible for supervising and reporting all the materials for testing activities on projects as per FDOT CQC procedures. Mr. Dickinson attends project meetings and serves as a liaison between contractors and the FDOT regarding testing and inspections. Mr. Dickinson's responsibilities include the planning and management of field investigations, construction materials testing, and inspections accomplished by our engineering technicians and Special/Threshold Inspectors. Mr. Dickinson is committed to completing projects on time and within budget, with a proven record of flexible scheduling through night/weekend shifts and 24-hour shifts as needed. Mr. Dickinson served as the Senior Project Manager for the Largest Field and Laboratory Construction Materials Testing contract ever awarded in the State of Florida. Completed Quality Assurance Materials Testing (QAMT) of the Expansion of Runway 10-28.			
19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State) Fort Lauderdale Executive Airport (FXE) Taxiway Intersection Improvements, Fort Lauderdale, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) On-Going		
(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE a. Mr. Dickinson currently serves as the Senior Project Manager for the proposed Taxiway Intersection Improvements at the Fort Lauderdale Executive Airport located in Fort Lauderdale, Florida. TSFGeo is providing QA construction material testing and inspection services on embankment fill, utility backfill, stabilized subgrade and base materials. The scope of services includes the demolition of existing taxiways, mill and overlay, and a new taxiway. TSFGeo is providing experienced technical personnel to perform the necessary materials and asphalt plant facility inspection testing services during asphalt placement in accordance with the project specifications. ✓ Project is still on-going	<input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) Fort Lauderdale Executive Airport (FXE) Runway Incursion Mitigation Fort Lauderdale, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) 2022		
(3) BRIEF DESCRIPTION (Briefscope, size, cost, etc.) AND SPECIFIC ROLE b. Mr. Dickinson served as the Senior Project Manager for the Runway Incursion Mitigation at the Fort Lauderdale Executive Airport located in Fort Lauderdale, Florida. TSFGeo services included asphalt cores laboratory testing and reporting to determine compaction and air voids of the previously placed asphalt ✓ Completed on time ✓ Within budget	<input checked="" type="checkbox"/> Check if project performed with current firm		
(1) TITLE AND LOCATION (City and State) Quality Assurance Materials Testing for Fort Lauderdale-Hollywood International Airport Expansion (FLL), Broward County Aviation Department, Fort Lauderdale, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) 2017		



	(3) BRIEF DESCRIPTION (<i>Briefscope, size, cost, etc.</i>) AND SPECIFIC ROLE Largest Field and Laboratory Construction Materials Testing contract ever awarded in the State of Florida. Completed Quality Assurance Materials Testing (QAMT) of the Expansion of Runway 10-28 at FLL. The Runway extended over US1 and the FEC RR tracks. The project also included the relocation of several thousand feet of water and force main lines, construction of 70 ft high MSE walls, installation of 2,600 piles and fabrication of 900 precast, prestressed beams and Pavement Management Services.		<input type="checkbox"/> Check if project performed with current firm
d.	(1) TITLE AND LOCATION (<i>City and State</i>) Fort Lauderdale Executive Airport (FXE) Broward County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (<i>If applicable</i>) 2016
	(3) BRIEF DESCRIPTION (<i>Briefscope, size, cost, etc.</i>) AND SPECIFIC ROLE Mr. Dickinson served as the Project Engineer during the installation and QC testing services of auger cast piles for the new traffic control tower.		<input type="checkbox"/> Check if project performed with current firm
e.	(1) TITLE AND LOCATION (<i>City and State</i>) Pompano Beach Airpark Broward County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (<i>If applicable</i>) 2016
	(3) BRIEF DESCRIPTION (<i>Briefscope, size, cost, etc.</i>) AND SPECIFIC ROLE Mr. Dickinson served as the Principal Engineer for the QC and Inspections Services for the Reconstruction of Taxiway Delta.		<input type="checkbox"/> Check if project performed with current firm

Tab 7 — 4.2.7 Minority/Women (M/WBE) Participation

Kimley-Horn is not a minority business enterprise (MBE) and does not have DBE/SBE status. However, Kimley-Horn has a company policy of meeting or exceeding our clients' minority business participation goals. Through corporate policies and philosophy, our firm actively seeks to encourage and promote the use of disadvantaged firms and provide these interested firms with the opportunity to serve as subconsultants on our teams.

M/WBE Participation Plan

Given our ongoing commitment to exceeding goals, the implementation process remains the same on a project-to-project basis firmwide. We continually pledge to provide an honest effort to meet the stated M/WBE and DBE goal for each project. We identify meaningful roles for each M/WBE and DBE subconsultant chosen for each project and offer our continued commitment to M/WBE and DBE participation for this project as well. Our M/WBE and DBE partners have been included on our team based on their past working experience with Kimley-Horn and the trust we have in them as quality professionals who increase the value of the work products they are involved with. For this contract, we have teamed with three M/WBE or DBE firms including **Brown & Phillips, Inc.**, **Quantum Electrical Engineering, Inc.**, and **Tierra South Florida, Inc. dba TSFGeo.**

DBE/MBE Participation Record

Kimley-Horn has a recognized track record of meeting or exceeding our clients' stated minority business participation goals. We believe this speaks table well of Kimley-Horn's efforts to involve DBE/MBE firms in our practice. Kimley-Horn will continue its longstanding practice of using minority business enterprises on future and current projects. This table represents 10 years of our commitments to DBE and MBE firms. Kimley-Horn has minority business data for more than 20 years and it is available upon request.

Year	Total Paid	No. of Minority Firms
12/2013	\$10,877,777	191
12/2014	\$12,220,862	190
12/2015	\$15,579,600	198
12/2016	\$16,449,184	186
12/2017	\$22,323,489	176
12/2018	\$23,531,726	165
12/2019	\$41,548,801	364
12/2020	\$54,558,474	553
12/2021	\$54,676,564	608
9/2022	\$55,668,253	661



Tab 8 – 4.2.8 Subconsultants

Kimley-Horn emphasizes the value of building structured working relationships to obtain the greatest combination of skills and professionalism to offer dependable, quality service to our clients. Our subconsultants are selected based on their proven abilities to follow through, superiority in their fields of expertise, and a strong commitment to teamwork. Kimley-Horn's has selected five subconsultant partners for the FXE Airport Runway 9-27 Pavement Rehabilitation project. These subconsultants are not only technically talented, but also have strong working relationships with members of the Kimley-Horn team.

Brown & Phillips, Inc. (MBE Icon) – Surveying



Brown & Phillips, Inc., a Small/Minority Business Enterprise (SBE/MBE), was founded in March 1993 to provide a full range of professional land surveying services to clients in the public and

MBE

private sectors. The firm is certified as a Small/Minority business by the Florida Department of Management Services Office of Supplier Diversity and Broward County. In addition, they are certified as a Disadvantaged Business Enterprise by the Florida Department of Transportation. Brown & Phillips is staffed by three Florida registered Professional Land Surveyors. They have sufficient survey crews that are readily available to provide surveying services in accordance with project schedules. Their team is highly responsive and very knowledgeable. They are committed to providing the best possible service and product in a timely manner and within budget.

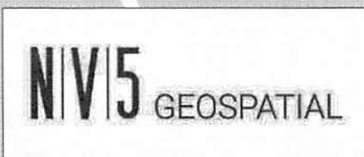
Dickey Consulting Services, Inc. (DCS) – DBE Support Services; Grant Support Services



DCS is an economic development, government relations, project management, and communications consulting firm founded in January 1995 and headquartered in downtown Fort Lauderdale. The firm and its associates provide services to public and private enterprises, coordinating, implementing, and promoting projects related to economic and community development, government relations, business development, housing, public relations, public involvement, and other marketing initiatives. DCS

provides guidance on development of effective partnerships and achieving collective objectives, collaborating closely with administrators, public officials, elected officials, and various community/civic groups to develop and initiate public involvement and public relations programs. DCS has provided and currently provides support services for numerous government agencies and municipalities in South Florida. They include Fort Lauderdale Executive Airport, City of Fort Lauderdale, Broward County Aviation Department, Boca Raton Airport Authority, Palm Beach International Airport, and Florida Department of Transportation.

NV5 Geospatial, Inc. (NV5) – Airport GIS Services



NV5 Geospatial, Inc. is a full-service geospatial firm providing spatial data collection, generation, analysis, and integration, and analysis for clients worldwide. With a mapping and survey heritage dating back to 1969, NV5 Geospatial is dedicated to embracing its legacy traits of flexibility, creativity, innovation, responsiveness, partnership, client satisfaction, and on time, first time right products, which has defined the firm's success. Their experience includes photogrammetry services

for over 700 airport mapping projects in accordance with FAA AC 150/5300-16, -17, and -18 guidelines. These projects have ranged from small one runway airports to some of the largest airports in the country. NV5 Geospatial continually improves their efficiency by adapting and automating their tools and procedures to meet the FAA and other airport-specific requirements. Four of their staff members have completed the Integrated Distance Learning Environment (FAA IDLE) training in the current FAA guidelines. NV5 Geospatial's extensive experience providing mapping and obstruction surveys under the current FAA guidelines has allowed the firm the opportunity to work closely with the FAA and National Geodetic Survey (NGS) and understand the durations and requirements associated with the numerous types of airport projects that are covered by these guidelines. Their understanding of the FAA's and NGS's review times allows them to schedule people and equipment to ensure that they maximize the critical time periods for acquisition, creation, and submittal for review.

Quantum Electrical Engineering, Inc. — Airfield Electrical; Construction Phase Services



Quantum Electrical Engineering, Inc. is a full-service, women-owned professional engineering consulting firm located in West Palm Beach and Coral Springs, Florida. At Quantum Electrical Engineering, the firm values their clients' needs for safe, reliable, and operationally efficient designs by

WBE

creating cost-effective engineering solutions delivered in a responsive, dynamic, and efficient way. They provide full-spectrum electrical design services along with construction services to our clients and specialize in the design of electrical systems for airports including passenger terminals, airfield lighting, and FAA approach systems, and have worked extensively throughout the state. In addition to aviation, Quantum also provides industrial design services for municipalities, utilities, and the transportation sectors. Including interior and exterior lighting systems, fire alarm and security systems, camera systems, normal and stand by emergency generation systems and power, roadway, parking, and site lighting. Quantum staff has extensive experience in electrical design and construction management experience including project management, shop drawing submittal review, testing, startups, and construction observation of high, medium, and low voltage distribution systems.

Tierra South Florida, Inc. dba TSFGeo — Geotechnical Services



Tierra South Florida, Inc. dba TSFGeo, is a full-service geotechnical engineering, construction materials testing, and inspections firm with capabilities to provide test borings, engineering analyses and reports, AutoCAD and MicroStation plan sheets, laboratory soils testing, and construction engineering inspection services. Their professional team has been working together since 2000 and is committed to providing quality, responsive service, establishing a reputation for

MBE

sound approaches and professional competence in a wide range of technically demanding areas. TSFGeo's services also include threshold/special inspection and roofing inspection services. TSFGeo is a certified Disadvantaged Business Enterprise (DBE) with the Florida Department of Transportation and a certified Minority Business Enterprise (MBE) with the State of Florida's Office of Supplier Diversity. Their main office is in West Palm Beach.

Tab 9 — 4.2.9 Required Forms

a. Sample Insurance Certificate

b. Local Business Preference Certification – N/A, this form is not included

c. Disadvantaged Business Enterprise Preference Certification – N/A, this form is not included

d. Non-Collusion Statement

e. Non-Discrimination Certification Form

f. E-Verify Affirmation Statement

g. Contract Payment Method - N/A, this form is not included

h. Bid/Proposal Certification

Client#: 25320

KIMLHORN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 E-MAIL ADDRESS: jerry.noyola@greyling.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins. Co. NAIC # 19445 INSURER B: Allied World Assurance Company (U.S.) 19489 INSURER C: New Hampshire Ins. Co. 23841 INSURER D: Lloyds of London 085202 INSURER E: INSURER F:
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab		B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D.H. Gilling

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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
#S3195026/M3180847

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City of Fort Lauderdale


Bid 12740-636

NON-COLLUSION STATEMENT:

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

Any City of Fort Lauderdale FL officer or employee, or any relative of any such officer or employee, who is in a position to influence this procurement, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

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

 Text Box: 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

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

Name

Relationships

N/A

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

Authorized Signature



Title Senior Vice President

Name (Printed) David W. Walthall, P.E.

Date January 9, 2023

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City of Fort Lauderdale

Bid 12740-636

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

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

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature



Print Name and Title David W. Walthall, P.E.
Senior Vice President

Date January 9, 2023

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City of Fort Lauderdale

Bid 12740-636

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: Solicitation 12740-636

Consultant Services for FXE Airport


Project Description: Runway 9-27 Pavement Rehabilitation

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

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

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

Contractor/Proposer/ Bidder Company Name: Kimley-Horn and Associates, Inc.

Authorized Company Person's Signature:  David W. Walthall, P.E.

Authorized Company Person's Title: Senior Vice President

Date: January 9, 2023

12/8/2022 7:34 AM

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City of Fort Lauderdale

Bid 12740-636

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

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

Total Bid Discount (section 1.05 of General Conditions):

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

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

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	1/04/2023				
2	1/20/2023				

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

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

12/8/2022 7:34 AM

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City of Fort Lauderdale

Bid 12740-636

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

David W. Walthall, P.E.

Name (printed)

January 9, 2023

Date

Signature



Senior Vice President

Title

Revised 4/28/2020

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**CITY OF FORT
LAUDERDALE GENERAL
CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this General Conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions, please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence,

minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.**PART III BIDDING AND AWARD PROCEDURES:****3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB

issued by the City. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested, should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Chief Procurement Officer reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

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- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm which has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, is at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by

delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link:
<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

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

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall, within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

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

- 4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

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- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.
1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to

reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

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- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:**

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

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the

records to the City.


4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

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

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

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

 Text Box: 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

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

Name**Relationships**

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

Authorized Signature

Title

Name (Printed)

Date

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

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

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description: **Consultant Services for FXE Airport Runway 9-27 Pavement Rehabilitation**

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

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

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

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

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

Company: (Legal Registration) **Kimley-Horn and Associates, Inc** EIN (Optional):

Address: **8201 Peters Road, Suite 2200**

City: **Plantation** State: **FL** Zip: **33324**

Telephone No.: **954.535.5100** FAX No.: **561.863.8175** Email: **david.walthall@kimley-horn.com**

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

Total Bid Discount (section 1.05 of General Conditions):

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	1/4/2023				

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

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

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

Submitted by:

David W. Walthall, P.E.
Name (printed)

1/9/2023
Date

David W. Walthall, P.E.
Signature

Senior Vice President
Title

Revised 4/28/2020



CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

RUSH!

TODAY'S DATE: 11/20/2023

DOCUMENT TITLE: RFQ 12740-636 Consultant Services for Fort Lauderdale Executive Airport Runway
9-27 Pavement Rehabilitation - AGREEMENT

COMM. MTG. DATE: 11/7/2023 CAM #: 23-0883 ITEM #: CP-3 CAM attached: ☒ YES ☐ NO

Routing Origin: Procurement Router Name/Ext: S. Aldridge/6238 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☒ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☐ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 11/22/2023 Attorney's Name: Shari C. Wallen Initials: *Shari*

3) City Clerk's Office: # of originals: 1 Routed to: _____ Ext: _____ Date: 11/22/23

4) City Manager's Office: CMO LOG #: NOV 64 Document received from: CCO 11/27/23

Assigned to: GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐
GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO _____ (Initial) S. GRANT _____ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ☒ originals to ☐ Mayor ☒ CCO Date: 11/27/23

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 1 originals to: S. Aldridge/Procurement/6238 (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO

11

RUSH!

[Signature]
cc 11/24/23
cc 11/24/23

[Signature]

cc 11/24/23