

TASK ORDER No. 16

AMENDMENT No. 1

Dated this 7 day of March, 2017

CITY PROJECT No. 12104

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

**FORT LAUDERDALE EXECUTIVE AIRPORT
DESIGN SERVICES FOR WEST PERIMETER LOOP ROAD**

PROFESSIONAL SERVICES

This Task Order Amendment No. 1 between the City of Fort Lauderdale, a municipal corporation ("CITY") and HDR Engineering, Inc., a Nebraska corporation authorized to transact business in the State of Florida ("CONSULTANT") is pursuant to the Agreement for General Engineering Aviation Consulting Services dated August 19, 2014, extended by City Commission on June 21, 2016 and expiring on August 18, 2017 ("MASTER AGREEMENT").

PROJECT BACKGROUND

This Task Order is for providing Professional Engineering Services to develop plans and contract specifications to construct an approximately 4,300 linear foot loop perimeter road on the western property of Fort Lauderdale Executive Airport (FXE) (Exhibit B). Currently, airport tenant vehicles on the north and south side of FXE cross the western approach end of the runway in order to relocate equipment as well as provide fuel for aircraft. These crossings affect aircraft operations and airfield traffic, in addition to increasing the possibility of unauthorized incursions and traffic delays. The proposed road will eliminate these crossings, minimize the potential for runway incursions, and enhance airfield operations.

The Task Order was approved at the March 7, 2017 Commission meeting in the amount of \$50,777. This Amendment no. 1 is required for adjustment of cost to the Task Order amount. The Senior Civil position was inadvertently included in the fee schedule. This position is for a Senior Inspector that is not applicable for design services. This position is being deleted and the hours are being re-allocated, as originally intended, to a Senior Project Manager and a Senior Designer as shown on Exhibit "A-1". The amended amount of \$50,725.50 is a net credit of \$51.00. The timeframe for deliverables for this project will not be affected by the Amendment No. 1.

This Task Order is also amended by the inclusion of the Contract Provisions for non-AIP and Obligated Sponsors requirements from the Federal Aviation Administration for non-AIP funded projects.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. Reimbursable expenses associated with these services are not included in the fees and will be

itemized separately, subject to an established Not-to-Exceed limit. The total hourly rates payable by CITY for each of CONSULTANT's employee categories, reimbursable expenses and sub-consultant fees are shown on Exhibit "A-1" attached hereto and made a part hereof.

TERMS OF COMPENSATION

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

Task No.	Task Title	HDR Labor	Subconsultant Labor	Total
1	Schematic Design (30%)	\$ 4,785.50	\$ -	\$ 4,785.50
2	Design Development (60%)	\$ 5,797.00	\$ -	\$ 5,797.00
3	Construction Documents (100%)	\$ 5,295.50	\$ -	\$ 5,295.50
4	Subconsultant Services	\$ 480.25	\$ -	\$ 480.25
	Tierra South Florida	\$ -	\$ 6,035.00	\$ 6,035.00
	Keith & Associates, Inc.	\$ -	\$ 9,070.00	\$ 9,070.00
5	Species Survey	\$ 17,340.00	\$ -	\$ 17,340.00
6	Bidding Services	\$ 922.25	\$ -	\$ 922.25
	Sub-Total	\$ 34,620.50	\$ 15,105.00	\$ 49,725.50
	Reimbursable Expenses	\$ 1,000.00	\$ -	\$ 1,000.00
	Total	\$ 35,620.50	\$ 15,105.00	\$ 50,725.50

CONTRACT PROVISIONS FOR NON-AIP and OBLIGATED SPONSORS

GENERAL CIVIL RIGHTS PROVISIONS

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

This provision binds CONSULTANT and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

TITLE VI CLAUSES FOR COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations: CONSULTANT (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as

they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by CONSULTANT 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 CONSULTANT of CONSULTANT's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, CONSULTANT 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 CONSULTANT'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 CONSULTANT under the contract until CONSULTANT complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: CONSULTANT will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONSULTANT may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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

CITY

ATTEST:

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

JEFFREY A. MODARELLI
City Clerk

LEE R. FELDMAN, City Manager



Approved as to form:

RHONDA MONTOYA HASAN
Assistant City Attorney

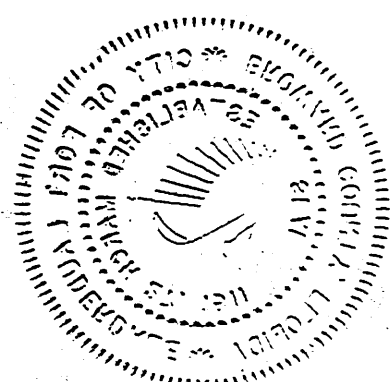
1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1865. It is a very important document, as it is the first of its kind. It is a letter of introduction, and it is a letter of welcome. It is a letter of hope, and it is a letter of faith. It is a letter of love, and it is a letter of peace. It is a letter of justice, and it is a letter of mercy. It is a letter of truth, and it is a letter of life. It is a letter of light, and it is a letter of hope. It is a letter of faith, and it is a letter of love. It is a letter of justice, and it is a letter of mercy. It is a letter of truth, and it is a letter of life. It is a letter of light, and it is a letter of hope.

2. The second part of the document is a letter from the President of the United States to the Congress, dated January 1, 1865. It is a very important document, as it is the first of its kind. It is a letter of introduction, and it is a letter of welcome. It is a letter of hope, and it is a letter of faith. It is a letter of love, and it is a letter of peace. It is a letter of justice, and it is a letter of mercy. It is a letter of truth, and it is a letter of life. It is a letter of light, and it is a letter of hope. It is a letter of faith, and it is a letter of love. It is a letter of justice, and it is a letter of mercy. It is a letter of truth, and it is a letter of life. It is a letter of light, and it is a letter of hope.

3. The third part of the document is a letter from the President of the United States to the Congress, dated January 1, 1865. It is a very important document, as it is the first of its kind. It is a letter of introduction, and it is a letter of welcome. It is a letter of hope, and it is a letter of faith. It is a letter of love, and it is a letter of peace. It is a letter of justice, and it is a letter of mercy. It is a letter of truth, and it is a letter of life. It is a letter of light, and it is a letter of hope. It is a letter of faith, and it is a letter of love. It is a letter of justice, and it is a letter of mercy. It is a letter of truth, and it is a letter of life. It is a letter of light, and it is a letter of hope.

4. The fourth part of the document is a letter from the President of the United States to the Congress, dated January 1, 1865. It is a very important document, as it is the first of its kind. It is a letter of introduction, and it is a letter of welcome. It is a letter of hope, and it is a letter of faith. It is a letter of love, and it is a letter of peace. It is a letter of justice, and it is a letter of mercy. It is a letter of truth, and it is a letter of life. It is a letter of light, and it is a letter of hope. It is a letter of faith, and it is a letter of love. It is a letter of justice, and it is a letter of mercy. It is a letter of truth, and it is a letter of life. It is a letter of light, and it is a letter of hope.

5. The fifth part of the document is a letter from the President of the United States to the Congress, dated January 1, 1865. It is a very important document, as it is the first of its kind. It is a letter of introduction, and it is a letter of welcome. It is a letter of hope, and it is a letter of faith. It is a letter of love, and it is a letter of peace. It is a letter of justice, and it is a letter of mercy. It is a letter of truth, and it is a letter of life. It is a letter of light, and it is a letter of hope. It is a letter of faith, and it is a letter of love. It is a letter of justice, and it is a letter of mercy. It is a letter of truth, and it is a letter of life. It is a letter of light, and it is a letter of hope.



CONSULTANT

WITNESESS:

Darlene Wheatley
Signature:

DARLENE WHEATLEY
Print Name:

Bonnie Leggett
Signature:

BONNIE LEGGETT
Print Name:

HDR ENGINEERING, INC.,
A Nebraska Corporation authorized to
transact business in the State of Florida

By: Christine Kefauver
Christine Kefauver
Vice President

ATTEST:

Bonnie J. Kudron
Bonnie J. Kudron
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of MAY, 2017, by Christine Kefauver as Vice President for HDR Engineering, Inc., a Nebraska corporation authorized to transact business in the State of Florida.

(SEAL)



DARLENE WHEATLEY
MY COMMISSION # FF 146547
EXPIRES: July 30, 2018
Bonded Thru Budget Notary Services

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

DARLENE WHEATLEY
Name of Notary Typed, Printed or Stamped

Personally Known X OR Produced Identification _____

Type of Identification Produced _____

Handwritten text at the top left, mostly illegible.

Handwritten text in the upper middle section, mostly illegible.

Handwritten text in the middle left section, mostly illegible.

Handwritten text in the middle left section, mostly illegible.

Handwritten text in the middle left section, mostly illegible.

Handwritten text in the middle left section, mostly illegible.

Handwritten text in the middle left section, mostly illegible.

Handwritten text in the middle left section, mostly illegible.

Handwritten text in the middle left section, mostly illegible.

Handwritten text in the middle left section, mostly illegible.

Handwritten text in the middle left section, mostly illegible.

Handwritten text in the middle left section, mostly illegible.

Handwritten text in the middle left section, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

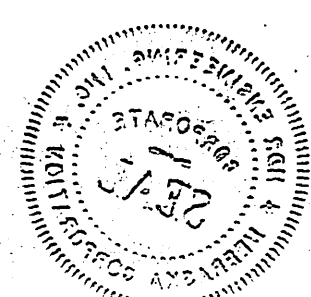
Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.

Handwritten text at the top right, mostly illegible.



Handwritten text in the lower middle section, mostly illegible.

Handwritten text in the lower middle section, mostly illegible.

Handwritten text in the lower middle section, mostly illegible.

Handwritten text in the lower right section, mostly illegible.

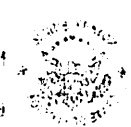


EXHIBIT A-1

EXHIBIT NO. A-1 TO FORM OF CONTRACT	Sr. Project Manager	Sr. Env. Scientist	Senior Designer	Graphics/ GIS	Sr. Admin. Asst.	Total Hours	Labor Cost
HDR Engineering, Inc.	\$212.50	\$170.00	\$102.00	\$85.00	\$63.75		
TASK DESCRIPTION							
Task 1- 30% Design							
1 Attend Preconstruction meeting	1		1			2	\$ 314.50
2 Define and perform field survey and geotechnical services			2			2	\$ 204.00
3 Determine environmental issues and impacts	1		2			3	\$ 416.50
4 Develop preliminary design options	1		4			5	\$ 620.50
5 Develop schematic design documents			7			7	\$ 714.00
6 Develop a OOM option of probable construction cost			2			2	\$ 204.00
7 Develop conceptual construction schedule			1			1	\$ 102.00
8 Prepare draft outline of Technical specifications	1		1			2	\$ 314.50
9 Develop draft outline of Engineer's report	1		3			4	\$ 518.50
10 Develop preliminary construction phasing and staging plans	2		4			6	\$ 833.00
11 Submit plans and conduct one (1) review and coordination meeting	1		2		2	5	\$ 544.00
Subtotal	8	0	29	0	2	39	\$ 4,785.50
Task 2- 60% Design							
1 Develop design development dwgs for roadway geometry, pavement sections, and signage and striping	3		24			27	\$ 3,085.50
2 Perform preliminary quantity takeoff			4			4	\$ 408.00
3 Prepare draft technical specifications	1		4			5	\$ 620.50
4 Prepare draft engineer's report			4			4	\$ 408.00
5 Develop a OOM option of probable construction cost for 60% plans	1		2			3	\$ 416.50
6 Prepare conceptual construction schedule	1		1			2	\$ 314.50
7 Submit design development docs to City for review			1		2	3	\$ 229.50
8 Conduct one (1) design development review with airport staff	1		1			2	\$ 314.50
Subtotal	7	0	41	0	2	50	\$ 5,797.00
Task 3- 100% Design							
1 Finalize 100% design drawings based on comments Phase 2	4		17			21	\$ 2,584.00
2 Finalize opinion of probable construction cost			3			3	\$ 306.00
3 Finalize Engineer's Report per FDOT guidelines	1		2			3	\$ 416.50
4 Finalize technical specifications	1		3			4	\$ 518.50
5 Finalize construction schedule			2			2	\$ 204.00
6 Finalize bid forms with final quantities			2			2	\$ 204.00
7 Conduct one (1) review meeting with airport staff to address comments	1		1			2	\$ 314.50
8 Prepare plans, construction documents and certifications to City	1		4		2	7	\$ 748.00
Subtotal	8	0	34	0	2	44	\$ 5,295.50
Task 4 - Sub-consultant services							
1 sub-consultant coordination	1		2		1	4	\$ 480.25
Subtotal	1		2		1	4	\$ 480.25
Task 5- Species survey							
1 Burrowing owl survey		55		12		67	\$ 10,370.00
2 Gopher tortoise survey		12		12		24	\$ 3,060.00
3 Permit applications		18		10		28	\$ 3,910.00
Subtotal	0	85	0	34	0	119	\$ 17,340.00
Task 6 - Bidding Phase Services							
1 Attend one (1) Pre-Bid Conference	1		1		1	3	\$ 378.25
2 Responses to Bidder's Questions	1		2		2	5	\$ 544.00
Subtotal	2	0	3	0	3	8	\$ 922.25
Raw Labor Subtotal	28	85	109	34	10	264	\$ 34,620.50
SUBCONSULTANT EXPENSES							
A. Specialty Subconsultants-Design							
Tierra South Florida, Inc.							\$6,035.00
Keith & Associates, Inc.							\$9,070.00
TOTAL SUBCONSULTANT EXPENSES							\$15,105.00
REIMBURSABLE EXPENSES							
A Postage, Express, Courier							\$0.00
B. Plots							\$0.00
C. Prints-Plan Sheets							\$0.00
D. Printing-Reports and Specifications							\$1,000.00
							\$1,000.00
TOTAL PROJECT FEE							\$50,725.50

**TIERRA SOUTH FLORIDA, INC.
UNIT RATE FEE SCHEDULE**

	Unit	# of Units	Unit Price		Total
I. FIELD INVESTIGATION					
Mobilization of Men and Equipment	LS	1	\$ 350.00	\$	350.00
Truck-Mounted Equipment	DAY	1	\$ 150.00	\$	150.00
Support Vehicle					
Standard Penetration Test Borings (By Truck-Mounted Equipment)					
Land: 0 - 50 ft depth	L.F.	80	\$ 12.00	\$	960.00
Grout-Seal Boreholes (By Truck-Mounted Equipment)					
Land: 0 - 50 ft depth	L.F.	80	\$ 4.50	\$	360.00
Pavement Cores, Asphalt	Each	5	\$ 150.00	\$	750.00
II. LABORATORY TESTING					
Natural Moisture Content Tests	Test	5	\$ 10.00	\$	50.00
Grain-Size Analysis - Full Gradation	Test	4	\$ 65.00	\$	260.00
Organic Content Tests	Test	4	\$ 35.00	\$	140.00
LBR	Test	3	\$ 275.00	\$	825.00
III ENGINEERING/COORDINATION/MANAGEMENT					
Project Manager	Hour	1	\$ 165.00	\$	165.00
Senior Engineer	Hour	2	\$ 125.00	\$	250.00
Project Engineer	Hour	8	\$ 100.00	\$	800.00
Senior Technician	Hour	10	\$ 75.00	\$	750.00
CADD	Hour	3	\$ 75.00	\$	225.00
				\$	6,035.00

KEITH AND ASSOCIATES PROPOSAL FEES

Our Project/Proposal Number		Personnel and Hourly Rates			Task Subtotals
Proposal Date		11	80	81	
Tasks		CADD Technician	Professional Surveyor & Mapper (PSM)	Survey Party (2) Person	
No.	Description	\$80.00	\$120.00	\$95.00	
001	Topo Survey	30	16	50	\$ 9,070.00
Personnel Hours		30	16	50	\$ 9,070.00
Personnel Cost		\$ 2,400.00	\$ 1,920.00	\$ 4,750.00	
Personnel Subtotal		\$ 9,070.00			
Miscellaneous Expenses		\$ -			
Direct Expenses		\$ -			
GRAND TOTAL		\$ 9,070.00			

EXHIBIT B



PROJECT LOCATION



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

③ ④ ⑥
5/18/17

Today's Date: 5/16/17

DOCUMENT TITLE: Task Order #16, Amendment No. 1 / HDR Engineering, Inc.

COMM. MTG. DATE: 3/2/17 CAM #: 17-0407 ITEM #: CM-5 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Lizardo Coronado

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.

1) City Attorney's Office # of originals attached: 3

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 5/16/17

RMH
Initials

2) City Clerk's Office: # of originals: 3

Routed to: Gina Ri/CMO/X5013 Date: 5/18/17

3) City Manager's Office: CMO LOG #: MAY-65

Date received from CCO: 5/18/17

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE _____ (Initial/Date) C. LAGERBLOOM _____
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☐ Mayor ☒ CCO

Date: 5/18/17

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 3 original/copy to: Kian M. /PW/7818

Attach _____ certified Reso # _____ ☐ YES ☐ NO