

*CITY OF POMPANO BEACH,
FLORIDA*

PROFESSIONAL CONSULTING AGREEMENT

with

Kimley-Horn and Associates, Inc.



*SINGLE PROJECT CONTRACT FOR ENGINEERING SERVICES
for*

*Professional Engineering and Related Services for an Update to the Pompano
Beach Airpark Master Plan (L-60-16)*

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This Contract is made as of the _____ day of _____, 2017, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and KIMLEY-HORN AND ASSOCIATES, INC. () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI [or RFP] No. L-60-16 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be L. Michael Carey, P.E.

The City's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The Consultant shall commence services upon Notice to Proceed (NTP) from the City's representative and shall complete all services within eighteen (18) months of NTP.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit D. Time limits stated herein are of the essence of the Contract. By executing this Contract, Consultant expressly (a) confirms that the contract time is a reasonable period for performing the services to be provided by Consultant; and, (b) that such confirmation regarding contract time is a material inducement for the City entering into this Contract.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in

writing, Consultant will complete the services specified in Exhibit B during the term of this Agreement set forth in Article 2, above.

B. Price Formula. City agrees to pay Consultant for the services set forth in this Agreement as follows:

Payment of a Not to Exceed Amount of \$407,830.00.

C. The total amount to be paid by the City under this Contract for all services and materials including "out of pocket" expenses (specified in Paragraph E below) and also including any approved subcontracts shall not exceed a total contract amount of four hundred and seven thousand eight hundred and thirty Dollars (\$407,830.00) as outlined in Exhibit C. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit B for the total compensation in the amount stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed zero Dollars (\$0.00) and as provided for in Paragraph C of this Article. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit A.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

A. The Consultant agrees to indemnify, save, defend and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

B. The Consultant agrees, to the fullest extent permitted by law, to indemnify, save, defend and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

C. The parties agree that one percent (1%) of the total compensation paid to Consultant for the work of the contract shall constitute specific consideration to Consultant for the indemnification to be provided under the contract.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the 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 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 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 the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, 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 the contract, 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 the contract, 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.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract 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 the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the

increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

L. Michael Carey, P.E.
Kimley-Horn
600 N. Pine Island Road, Suite 450
Plantation, Florida 33324

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

"CITY"

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Gregory P. Harrison, City Manager

Attest:

Asceleta Hammond, City Clerk

(SEAL)

Approved As To Form:

Mark E. Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER**, as Mayor, **GREGORY P. HARRISON**, as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

Witnesses:

Joan Weckersley
Signature
Joan W. Weckersley
Name Typed, Printed or Stamped

[Signature]
Signature
MATTHEW GIBSON
Name Type, Printed or Stamped

Kimley-Horn and Associates, Inc.

By: [Signature]
Signature
MUDASSAR ALAM, P.E.
Name Typed, Printed or Stamped

Title: VICE PRESIDENT
Address: 600 N. Pine Island Rd suite 450
Plantation, FL 33324

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of August, 2017, by Mudassar Alam, as Vice President of Kimley-Horn and Associates, Inc. a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Shanda Sutton Layne
(Name of Acknowledger Typed, Printed or Stamped)



Exhibit A

City of Pompano Beach Florida RLI No. L-60-16



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
L-60-16**

**PROFESSIONAL ENGINEERING AND RELATED
SERVICES FOR AN UPDATE TO THE POMPANO
BEACH AIRPARK MASTER PLAN**

**RLI OPENING: OCTOBER 10, 2016, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

September 9, 2016

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)
PROFESSIONAL ENGINEERING AND RELATED SERVICES FOR AN UPDATE TO THE
POMPANO BEACH AIRPARK MASTER PLAN

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide professional engineering and related consulting services to the City for an update to the Pompano Beach Airpark Master Plan.

The City will receive sealed proposals until **2:00 p.m. (local), October 10, 2016**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

1. Scope Of Services

The City intends to issue a single contract to an engineering firm to provide professional consulting services to the City for an update to the Pompano Beach Airpark Master Plan. The project is estimated to be in excess of \$200,000 for the study activity cost.

The City of Pompano Beach, Florida, is seeking a professional consulting firm with experience in conducting Airport Master Plan Studies, to provide a master plan update for the Pompano Beach Airpark (PMP) located in Broward County, Florida. The Airpark Master Plan Update will describe the short-term (five year), intermediate-term (ten year), and long-term (twenty year) development to meet future aviation needs.

The last PMP Airport Master Plan was completed in 2008. Since that time, significant Capital Improvement Projects have been completed at the Airpark. PMP desires to update the Master Plan to reflect current airfield conditions and to update the forecast of aviation activity, facility requirements, and identify the necessary resources to facilitate development based on those needs. The 2007/2008 Master Plan can be viewed by selecting this link http://pompanobeachfl.gov/index.php/pages/pw_airpark/airpark. The terms airport and airpark are used interchangeably in this solicitation.

The following is a list of services that may be required. 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 a consultant providing a master plan update, and for which the firm(s) are experienced, qualified, and able to perform:

- Inventory and analysis of existing airport facilities;
- Development and facilitation of a public involvement program, attendance at City Commission, Public, Advisory Board and other meetings may be required;
- Aviation forecasting;
- Demand/Capacity Analysis;
- Environmental and Noise Analyses consideration review;
- Facility requirement analysis and development;
- Alternatives development and analysis;
- Financial feasibility analysis/planning;
- Facilities implementation plan, Prepare and conduct community outreach activities for public input;
- Collection/Input of airport data for use in the FAA's Airport GIS;
- Updates to the Airport Layout Plan, and update Capital Improvement Plan including cost estimates
- Exhibit A airport property inventory map
- Prepare all required submittal packages as required for agency approvals (i.e. Federal, State, County and City)

A detailed scope of work shall be prepared as part of the contract negotiation phase. All work prepared under this contract shall be delivered in printed and electronic format along with its components such as data files, text files, image files, spreadsheets, graphs, and tables.

Firms must have previous experience in general aviation projects and must be licensed to practice Professional Engineering in the State of Florida, Florida State Statute 471, by the Board of Professional Engineers.

2. FAA/FDOT Compliance

The desired consultant services shall conform to the requirements within Federal Aviation Administration (FAA) Advisory Circular 150/5070-6B – Airport Master Plans, dated May 1, 2007 (or current edition) and FAA ARP SOP 2.0 and 3.0, and the Florida Department of Transportation (FDOT) Aviation Office Guidebook for Airport Master Planning, dated 2016 (or current edition).

3. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by

the specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City has set a 15% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is **strongly committed** to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit C,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D) describing the efforts made to include local business participation in the contract.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of certified Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is **strongly committed** to ensuring the participation of certified Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services, including labor, materials and equipment. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate certified Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov.

The City has set a 15% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding

must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your proposal. Proposers should submit Exhibit E, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit F, for all participating SBE firms. Submit Exhibit G listing SBE firms that were solicited but not selected. Submit Exhibit H explaining your firm's good faith efforts to include SBE firms on this contract.

For the purpose of eligibility the City of Pompano Beach will accept those SBE's currently certified/registered by the State of Florida, Broward County Government and/or others with similar certification criteria. A copy of the certificate for each SBE listed on the SBE Participation Form (Exhibit "E") must be included with your proposal.

5. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page number.

Letter of Interest:

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

Technical Approach:

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

Project Team Form:

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

Organizational Chart:

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

References for past airport master plan projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

Small Business Enterprises:

Completed SBE program forms, Exhibits E-H. Include copies of all SBE certifications for firms listed on these forms in your electronic submittal.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and include all certificates in your electronic submittal.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

City Forms:

Responses should include all City forms as stated above. Required forms must be completed and submitted electronically through the City's eBid System.

6. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
— products/completed		
— operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
— damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE		
	bodily injury	
	(each person)	
	bodily injury	
XX comprehensive form	(each accident)	
XX owned	property damage	
XX hired	bodily injury and	
XX non-owned	property damage	
	combined	

REAL & PERSONAL PROPERTY		
XX comprehensive form	Consultant must show proof they have this coverage.	

EXCESS LIABILITY		
XX umbrella form	bodily injury and	
	property damage	
XX other than umbrella	combined	
	\$2,000,000.	\$2,000,000.

XX PROFESSIONAL LIABILITY	\$2,000,000.	\$2,000,000.
* Policy to be written on a claims made basis		

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

7. **Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with airport master plans:	0-30
a. Number of similar projects	
b. Complexity of similar projects	
c. References from past projects performed by the firm	
d. Previous projects performed for the City	
e. Litigation within the past 5 years arising out of firm's performance	
2. Qualifications of personnel including sub consultants:	0-20
a. Organizational chart for project	
b. Number of technical staff	
c. Qualifications of technical staff:	
(1) Number of licensed staff	
(2) Education of staff	
(3) Experience of staff on similar projects	
3. Proximity of the nearest office to the project location:	0-10
a. Location	
b. Number of staff at the nearest office	
4. Technical approach to perform the tasks described in the Scope of Services:	0-30
a. Familiarity with FAA/FDOT procedures	
b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	
5. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants)	0-10
Total	0-100

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

8. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall

maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

10. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

11. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

12. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not 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 the firm.

13. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

14. Contract Terms

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

15. Waiver

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

16. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

17. Termination

The contract resulting from this RLI may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

18. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

19. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

20. RLI Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

21. Standard Provisions

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an

employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless

otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

k. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - a. Keep and maintain public records required by the City in order to perform the service;
 - b. Upon request from the City's custodian of public records, provide the City with a copy of 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 or as otherwise provided by law;
 - c. 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 the contract if the Contractor does not transfer the records to the City; and
 - d. Upon completion of the contract, 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 the contract, 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 the contract, 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.
2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

22. Questions and Communication

All questions regarding the RLI are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RLI solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation

23. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RLI solicitation in the eBid System.

Exhibit B

Scope of Services

SCOPE OF SERVICES

Pompano Beach Airpark (PMP) Master Plan Update

Final April 18, 2017

BACKGROUND

The City of Pompano Beach (City) has contracted the services of Kimley-Horn and its team of subconsultants (Consultant) to prepare a Master Plan Update (MPU or the Study) for the Pompano Beach Airpark (PMP or the Airport). A MPU is a comprehensive study that analyzes current airport conditions and market trends, forecasts future activity levels, and assesses facility requirements to accommodate current and future needs. The results of the study are documented in a technical report and a set of Airport Layout Plan (ALP) drawings that depict the existing airport facilities and environs along with any proposed improvements.

The previous Master Plan for PMP was completed in 2008 and several of that plan's recommendations have since been implemented. During that time, the economy has fluctuated, changes in the aviation industry and regional market have occurred, and the FAA has implemented new guidance and standards. The purpose of this MPU is to address those changes and enhance the long-term operational sustainability of PMP by establishing an updated framework to guide land use and development decisions on and near the Airport. This update will provide the City and its stakeholders with a comprehensive, organized, and rational plan for developing Airport facilities over the next 20-years.

The goals of this process are to ensure that aviation needs are met in a feasible and fiscally responsible manner. Specific objectives within this MPU Scope of Services are as follows:

- Obtain new aerial mapping and FAA Geographical Information System (GIS) safety-critical data including airfield coordinates and elevations, navigation aid locations, and airspace obstacle information.
- Prepare an updated, reasonable forecast of aviation activity and user demand that is accepted by the FAA.
- Engage stakeholders, tenants, customers and the public in the planning process to ensure their interests and concerns are taken into consideration.
- Identify an airport land use strategy that promotes compatibility and balances aviation and non-aeronautical uses and, where feasible, provides opportunities

for enhanced revenue generation. Additional factors to be considered include stormwater management, adjacent/nearby residential communities, and coordination with Florida Statute Chapter 333 hazard zone requirements.

- Create a realistic and comprehensive development plan for PMP that considers the airport environs, satisfies future aviation needs, enhances safety, and conforms with current FAA standards, orders and advisory criteria. This includes consideration of airfield geometry, runway length and pavement strength.
- Prepare an updated Airport Layout Plan (ALP) drawing set that is approved by FAA.
- Provide a plan that is focused on being “implementable”.

The MPU and ALP will be prepared in cooperation with the Federal Aviation Administration (FAA) and the Florida Department of Transportation Aviation and Spaceports Office (FDOT) and will conform to agency guidance as currently available including the following:

- FAA Advisory Circular 150/5300-13A, Airport Design;
- FAA Advisory Circular 150/5070-6B, Airport Master Plans;
- FAA Advisory Circular 150/5300-16A, General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey;
- FAA Advisory Circular 150/5300-17C, Standards for Using Remote Sensing Technologies in Airport Surveys;
- FAA Advisory Circular 150/5300-18B, General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards;
- FAA Airports Division (ARP) Standard Operating Procedures (SOPs);
- FAA Order 5100.38, Airport Improvement Program (AIP) Handbook;
- Other FAA Advisory Circulars, Orders and Regulations applicable to this project; and
- Other FDOT regulations and requirements applicable to this project.

ELEMENT 1: PROJECT INITIATION AND ADMINISTRATION

This effort includes the coordination necessary to determine the project’s objectives, develop and finalize the Scope of Services, execute the contract agreements, and the ongoing project management needed to efficiently perform the MPU Study.

Task 1.1 – Establish Study Goals and Objectives

Description: Kimley-Horn will coordinate with the City to establish the context and purpose of the Study. This includes developing an understanding of the City’s vision for

PMP and its role in the national, state and regional aviation as well as identifying any specific guiding principles, goals and objectives that the City has regarding PMP. Previous study documents, as provided by the City, and readily available information will be reviewed to provide additional insight and understanding of the issues. This coordination will be performed primarily via teleconferences along with one in-person scoping meeting with the City at PMP.

Product: Preliminary coordination, teleconferences, a scoping meeting, and initial review of existing documents relative to establishment of goals and objectives and for use in informing the development of the Scope of Services.

Task 1.2 – Prepare Scope of Services

Description: A draft Scope of Services will be prepared based on the early coordination efforts and will be submitted to the City and FAA for review. Additional teleconferences may be performed and upon resolution of any comments from the City and FAA, the final scope and preliminary fee estimate will be prepared for the City's use in obtaining an Independent Fee Estimate (IFE) for the proposed work. A preliminary project schedule will also be prepared. Following this, Kimley-Horn and the City will negotiate and execute all appropriate prime and subcontract agreements.

Product: Draft and final Scope of Services, project schedule, project budget, and executed contracts.

Task 1.3 – Project Management and Administration

Description: Appropriate direction and project management will be provided in the development of the MPU as each element is undertaken and completed. This includes:

- Bi-weekly project status and coordination calls between the City and Consultant project manager
- Preparation of project status reports that will be submitted with monthly invoices

Product: Bi-weekly coordination calls, monthly invoicing, and status reports.

ELEMENT 2: STAKEHOLDER COORDINATION AND PUBLIC INVOLVEMENT PROGRAM

This element includes stakeholder, agency and public engagement efforts that will be performed throughout the course of the Study. To reduce costs associated with this effort, multiple meetings will be scheduled on concurrent days to the extent practicable.

Task 2.1 – Planning Review Committee Meetings

Description: The Consultant will assist the City in the establishment of a Planning Review Committee (PRC) for the MPU. The PRC will serve as a non-voting body to provide stakeholder input and advise the City and airport staff on content and recommendations for the MPU through meetings and review of the interim working papers. The PRC will also serve as an information conduit to the PRC member's respective constituencies. PRC membership will be coordinated and confirmed with the City but may include representatives from the following entities:

- Pompano Airpark Advisory Board Representative
- City of Pompano Beach Planning Department
- City of Pompano Beach Engineering Department
- Select airport tenants and Fixed Base Operators
- Air Traffic Control (ATC) Tower Manager
- FAA Orlando Airports District Office – Community Planner
- FDOT, District 4, Aviation Coordinator
- Local Economic Development Agency
- Local Chamber of Commerce

The Consultant will facilitate four (4) PRC meetings. The first will consist of a kickoff meeting to introduce the Study, describe the existing airport facilities, and gain initial stakeholder input. Three subsequent meetings will be held to present draft findings of the MPU as it progresses. The location, date and time of the meetings will be coordinated with the City. The Consultant will distribute electronic PDF copies of the interim working papers (i.e. draft report chapters) to the PRC prior to scheduled meetings, once approved by the City. The Consultant will prepare necessary meeting materials such as PowerPoint presentations, handouts, sign-in sheets and meeting summaries. Meetings are anticipated to be held in association with the key study topics as follows:

- Study Kickoff & Inventory
- Activity Forecasts & Facility Requirements
- Alternative Development Strategies
- Recommendations and Implementation Plan

Meeting dates will correspond with the Airpark Advisory Board meetings in **Task 2.2.** to promote efficiency and reduce project expenses.

Product: Four (4) PRC meetings including preparation, materials and attendance by up to three (3) Consultant team members.

Task 2.2 – Airpark Advisory Board Meetings

Description: In addition to the Airpark Advisory Board’s representation on the PRC, the Consultant team will meet with Board separately to brief them on the Study findings and solicit input. These briefings will occur at key points in the Study where Board member insight will provide significant value to the effort regarding key concerns or potential issues. The Consultant will attend two (2) Board meetings with two (2) team representatives at each. The meetings will occur at the same time as other scheduled project meetings to minimize travel expenses.

Product: Two (2) Airpark Advisory Board meetings, with supporting materials and attendance by two (2) members of the Consultant team.

Task 2.3 – City Commission Meeting

Description: At the end of the planning effort, the Consultant team will prepare and present a summary of the study findings to the City Commission in support of the City’s adoption/approval process. The Consultant team project manager will attend one regularly scheduled City Commission meeting where plan acceptance is an agenda item.

Product: Project Manager attendance at a final Commission meeting to support plan acceptance.

Task 2.4 – FAA/FDOT Coordination Meetings

Description: The Consultant will meet with FAA and FDOT staff to coordinate the MPU’s and ALP’s review and approval. Two (2) meetings at FAA’s Orlando Airports District Office (ADO) in Orlando are accounted for with one (1) Consultant team member attending the meetings. These coordination meetings will be used to discuss the study’s progress, provide opportunities for review and input on specific issues such as forecasts, alternative evaluations, ALP development, and/or other topics that arise during the MPU.

Product: Two (2) FAA/FDOT coordination meetings at the FAA’s Orlando office. One (1) Consultant team personnel will attend the meeting.

Task 2.5 – Public Workshops

Description: Development of the MPU will be coordinated with the general public in public workshops, offering opportunities for input from other Airport users and the local community. The workshops will follow an “open house” format as recommended in FAA AC 150/5070-6B, *Airport Master Plans*. Advertising for the workshops will be accomplished by the City primarily through electronic means (email, website, social

media), as well as through notifications in the local news media. The location and times for all workshops will be coordinated with the City and will be held on the same days as the PRC meetings. Three (3) Consultant team personnel will be in attendance to manage and conduct the workshops and address public questions. Two (2) workshops to address the following topics are accounted for:

- Study purpose, goals, inventory of existing facilities, activity forecasts and facility requirements
- Alternatives, and recommendations

Product: Two (2) public information workshops including development of presentation materials and attendance by three (3) Consultant team members.

Summary of Meetings							
Meeting Group	Study Phase						
	Scope, Goals & Objectives	Introduction & Inventory	Forecasting	Facility Requirements	Alternatives	Implementation Plan & ALP	Approval & Adoption
City/Airport Staff	X				X Task 8.3		
Planning Review Committee		X		X	X	X	
Airpark Advisory Board		X			X		
City Commission							X
FAA/FDOT			X			X	
Public Workshop				X		X	

ELEMENT 3: AERIAL PHOTOGRAPHY, PLANIMETRIC MAPPING AND AGIS DATA DEVELOPMENT

The data collected within this effort is intended to meet the FAA's requirements as specified in Table 2-1 of AC 150/5300-18B for Airport Layout Plans (ALPs) and Instrument Procedure Design. The project will be performed in compliance with FAA Airports GIS (AGIS) policies and

will include an airport airspace analysis for vertically-guided (VG) operations for existing Runways 15-33 and 06-24, and non-vertically guided (NVG) operations for Runway 10-28.

As described in the attached technical proposal from Arora Engineers, this effort is comprised of the following three tasks:

Task 3.1 – Obtain New Aerial Photography and Planning Mapping

Task 3.2 – Planimetric Attribution

Task 3.3 – Coordination and File Integration

ELEMENT 4: INVENTORY OF EXISTING CONDITIONS

The purpose of this element is to assemble and organize relative information and data pertaining to the Airport and its environs. This information will be used throughout all phases of the MPU. The information will be collected through an on-site visit, stakeholder/tenant interviews, desktop research and review of previous studies and plans. This element will maximize the use of readily available information provided by the City and from other reliable sources.

Task 4.1 – Collection and Review of Other Reports, On-Going Studies and General Data

Description: This task will collect and review readily available studies and reports that provide historical and contextual information relevant to the MPU. The goal of this is to develop a common base of information from the various stakeholders. Materials may include, but are not limited to, previous master planning efforts, transportation studies, market assessments, pavement management programs, business plans, wildlife hazard studies, economic impact studies, Air Traffic Control tower siting studies, 10-year history of all FAA airport grants, or other reports as appropriate. Where possible, the City will provide copies of existing studies for the Team's reference and use.

Product: Compilation of data to be used by the Consultant team and reflected in the MPU documents as appropriate.

Task 4.2 – Vicinity Land Use and Zoning Data Collection

Description: The Consultant will review existing local, regional, and state land use planning and zoning regulations for the Airport environs taking into consideration the 2016 changes to the Florida Statute Chapter 333 hazard zone requirements. This will include input from the City and County regarding ongoing and/or future planning efforts including coordination with the City's Planning Department for the current "City of

Pompano Beach Strategic Plan". This effort will concentrate on identifying the boundaries of controlling jurisdictions and the land uses by type. These types will be general and will include, but not be limited to, residential, commercial, agricultural, recreation, conservation/well field protection zones, and public uses. Planned transportation improvements and planned local developments in the Airport vicinity will also be reviewed for potential incompatible land use. The resultant information will be composited into report scale graphics and applicable boundaries will be incorporated into the Land Use Drawings of the ALP drawing set (refer to **Tasks 10.8 and 10.9**).

Product: Compilation and documentation of existing and future land use and zoning information within the immediate vicinity of the Airport.

Task 4.3 – Inventory of Airport Facilities

Description: This inventory will identify and generally describe the existing airport facilities as to quantity, type, size and general condition based on existing available data. This effort will make maximum use of information available from the City and FAA, the current Airport Layout Plan (ALP) set, and information from the PRC. The Consultant will conduct a one-day on-site inventory of the Airport and interview the Air Traffic Control (ATC) tower chief, fixed base operators, and major tenants for input on operational characteristics of the Airport and facility concerns. In general, the following will be inventoried:

Land Holdings: A review of the Airport's current Property Map will be conducted with City staff to confirm information on the Airport boundary and property interests (i.e. fee-simple, easement, rights-of-way) are accurately reflected. This effort will rely on readily available and no additional field survey or detailed deed/title research will be performed.

Airfield: Runway, taxiways, and holding apron configurations including published dimensions, pavement strength, maintenance history, Pavement Condition Index (PCI), Pavement Condition Number (PCN), airfield lighting, marking and signage, visual and navigational aids. The Airport perimeter fencing and access control gates will also be inventoried. The Airport's Pavement Management Plan (PMP), if available, will be referenced for the PCI and PCN data – no additional field studies or geotechnical analysis is accounted for in this task.

General Aviation Facilities: The quantity, type, and general condition of hangars, transient aircraft parking aprons, vehicle parking spaces, tie-down positions, fixed base operators, terminals, flight schools, and general aviation services will be inventoried using existing available data sources. Data related to the facility type, capacity, past and current occupancy, and tenant lease uses will be identified. This effort will include

discussions with the Fixed Base Operators and major tenants to gain insight on their operational characteristics, facility needs, and future expansion plans.

Ancillary/Support Facilities: Fuel storage, equipment storage facilities, adjacent emergency response facilities, and airport administration and maintenance facilities will be inventoried. Existing capacities including number of fuel tanks, types of fuel, and available equipment and adequacy of storage tanks based on existing and forecasted aviation demand will be determined. Any other types of businesses and building sizes on the Airport will be identified.

Vehicle Access, Circulation, and Parking: This includes a review of the condition and adequacy of ground access to the Airport, public and tenant parking facilities, and general on-airport automobile circulation.

Utilities: A high level inventory of existing utilities supporting the Airport will be identified and documented. Electrical power, emergency power, natural gas service, sanitary and storm sewer, potable water, and suppliers will be identified. The inventory will use readily available information, construction plans, maps, and data provided by the City to identify major trunk line alignments and system capacity. If needed, telephone conversations with the service providers will be pursued to confirm findings.

Product: On-site inventory and data collection of the above-noted categories to be documented in the Inventory Chapter of the MPU.

Task 4.4 - Inventory of Air Traffic Control, Airspace Structure and Approach Capability

Description: An inventory of the existing instrument approach capabilities and local area airspace will be undertaken with an emphasis on instrument procedures and minimums, noise abatement measures, traffic patterns, and airspace conflicts. Coordination with the ATCT manager will be performed to gain an understanding of runway utilization, ground movements, potential for improved minimums, programmed FAA navigational aid improvements, ATC procedure changes that may be currently under development or those associated with FAA NextGen initiatives, and any operational limitations due to existing airfield facilities or regional airspace. The Consultant will also discuss with ATCT management any deficiencies or issues associated with the current ATCT building and facilities that could require consideration over the 20-year planning horizon.

Product: Input to subsequent tasks.

Task 4.5 - Inventory Socioeconomic Data

Description: The Consultant will obtain available statistical data on historical and forecasted socioeconomic factors for the City of Pompano Beach, the State of Florida, and the Fort Lauderdale-Pompano Beach-Deerfield Beach division of the Miami-Fort

Lauderdale-West Palm Beach Metropolitan Statistical Area (MSA). These factors will include employment, income, and population, with emphasis placed upon the identification of specific socioeconomic characteristics of the developed areas in the local environs, as well as trends that have been established for future development and habitation.

Product: Input to subsequent activity forecasting effort.

Task 4.6 – Assemble and Evaluate Weather Data

Description: Historic weather data including peak and average temperatures will be obtained from the National Oceanic and Atmospheric Administration (NOAA). Historic wind and weather observation data for PMP will be obtained from the FAA and the National Climatic Data Center (NCDC) to include the latest 10 years of observations from the Automated Surface Observation System (ASOS) located at PMP. From this data, a crosswind coverage analysis will be performed for the existing runway configuration and FAA standard wind roses will be developed for “all-weather”, “instrument meteorological conditions” and “visual meteorological conditions.”

Product: Tabulated wind and weather data, and wind roses, for use in subsequent airfield analysis and preparation of the ALP drawing set.

Task 4.7 – Obtain Financial Data

Description: Basic financial and Capital Improvement Program information for the Airport will be gathered. This will be used in subsequent evaluation of the recommended airport development program resulting from this MPU. This information will pertain primarily to the following, as it is available:

- Current and projected PMP operating budgets (revenue and expenses)
- Capital improvement projects planned, or in progress
- Airport leases
- Rates and charges for aircraft storage, fuel, and landing fees
- Historical FAA and state grants
- Debt service
- Number of employees by type and function (full and part time)

Product: Collection of financial data may be delayed until the initiation of Implementation Planning to ensure the most up to date data for project development phasing prepared as a part of the Financial Analysis Chapters of the MPU.

Task 4.8 – Aircraft and Activity Data

Description: Readily available historic and existing air traffic data for the Airport will be assembled. Sources to obtain aviation related activity will include FAA databases such as the Based Aircraft Database, TAF, ATADS, TFMSC, and other resources such as previous Airport studies and ATC Tower records. The data will include, but is not limited to the following:

- Based aircraft fleet mix
- Historic and current aircraft operations (local and itinerant)
- Fleet mix – operations by aircraft type
- Military operations
- Flight training and touch and go activity
- Runway utilization

Product: Collection of historical and existing aviation activity to be incorporated into the Forecast Chapter and used in subsequent elements of the MPU.

Task 4.9 – Conduct Environmental Inventory

Description: This is intended to be a cursory-level inventory of the environmental conditions on and near the Airport. Through the use of existing reports, maps, studies, environmental documents, the Internet, on-site observation and, if needed, correspondence with the various state regulatory agencies, the Airport's environmental setting and key environmental resources that could potentially be affected by development will be described. No specific field inspections are accounted for in this effort. In addition to the socioeconomic and land use data obtained during previous tasks, the following will be addressed to the extent that information is readily available:

- Federal and State inventories of endangered and threatened species;
- State inventories of historic and archaeological sites;
- Water resources including coastal zones, flood plains, wetlands, wild and scenic rivers, and waters of the U.S.;
- Prime or unique farmlands
- Section 4(f) and 6(f) resources (e.g. public parks);
- Hazardous materials sites (e.g. RCRA, CERCLA, UST/AST);
- Wildlife hazard attractants or concerns;
- Airport stormwater discharge permits, Stormwater Pollution Prevention Plans (SWPPP), and Spill Prevention Control & Countermeasures (SPCC) Plans.
- City or Airport environmental or sustainability studies, plans, programs, policies or initiatives;

Preparation of noise contours is not included in this scope of work. It is understood that the City prepared noise exposure contours in March 2016 for then existing conditions and for an estimation of future activity levels. That contour information will be used for the evaluation of airfield facilities and depicted on the Airport Layout Plan drawing set as appropriate.

Product: A general environmental inventory narrative, and corresponding environmental resource map reflecting an area within approximately 1.5 miles of the Airport's center point, will be prepared to briefly describe the existing environmental and community resources in the airport environs. This information will be used in the preparation and evaluation of alternative airport development scenarios.

Task 4.10 – Review of Recycling Practices

Description: As required by FAA Modernization and Reform Act of 2012 (Public Law 112-95), a brief analysis of existing City and Airport solid waste recycling programs will be performed and any reasonable methods to further minimize the generation of solid waste at the Airport, consistent with applicable State and local recycling laws, will be identified. The analysis will be performed consistent with the FAA's "Guidance on Airport Recycling, Reuse and Waste Reduction Plans" (September 2014, APP-400). This analysis will not include a waste audit and does not address hazardous wastes, but will in a succinct manner address the following issues related to municipal solid waste and construction and demolition solid waste recycling at the Airport:

- Minimizing the generation of solid waste at the Airport;
- Operation and maintenance requirements associated with waste recycling;
- Review of waste management contracts; and
- Potential cost savings or revenue generation.

Product: Review of, and recommendations for, the Airport's recycling.

Task 4.11 - Prepare Working Paper #1 – Inventory

Description: The Consultant will prepare a working paper documenting the results of the previous tasks, focused on the inventory of existing Airport facilities, environs and operational activity levels. The draft will be submitted in electronic PDF format to the City for review and comment. Upon response to comments received, the working paper will be provided to the PRC for review and comment. The information in this working paper will be used in subsequent elements of the MPU and ultimately be incorporated into appropriate chapters of the final MPU document.

Product: Draft and final working paper, in electronic PDF format, submitted to the City and PRC.

ELEMENT 5: AVIATION FORECASTS

As the result of changes that have occurred in the aviation industry in recent years, both on a broad national level and in the region, there is a need to review and consider the influences that these factors have played in the General Aviation market of South Florida. This forecasting effort will identify aviation demand that is anticipated to occur over a 20-year planning period using acceptable forecasting analysis techniques consistent with FAA guidance including *Forecasting Aviation Activity by Airport* (July 2001) and *Guidance on Review and Approval of Local Aviation Forecasts* (June 2008). The recommended forecasts of aviation demand will be submitted to the FAA for review and approval.

Task 5.1 – Review of Existing Forecasts

Description: The Consultant will identify and conduct a quick review for validity existing forecasts of aviation demand as they pertain to PMP. These forecasts include the FAA Terminal Area Forecasts (TAF), the previous Airport Master Plan and the Florida Aviation System Plan (FASP).

Product: Review of and documentation of existing forecasts for PMP and the South Florida region.

Task 5.2 – Evaluate Trends and Factors Impacting Aviation Demand at PMP

Description: The Consultant will review local, regional, and national trends that have the potential to influence aviation demand at PMP. This will include socioeconomic trends such as demographics, income and employment, and aviation related factors such as fuel prices, pilot certificates/training, aircraft sales/production, NextGen technologies, etc. The roles and capabilities of peer airports within an approximate 50-mile radius of PMP will also be reviewed for potential influence.

Product: Evaluation and documentation of local, regional, and national trends that impact aviation activity at PMP.

Task 5.3 – Prepare 20-Year General Aviation Forecasts

Description: PMP-specific forecasts for the short-term (5-year), medium-term (6 to 10 years), and long-term (20 years) will be prepared for the following categories of aviation activity:

- Based aircraft totals and fleet mix;
- Annual general aviation operations (local vs. itinerant);
- Itinerant general aviation aircraft operational mix;

- Annual military operations (local vs. itinerant);
- Day/night-time splits of operations;
- Percentage of touch and go operations;
- Annual instrument approaches (AIA's); and
- Peak month, day, and hourly operations.

Forecasting methodologies and techniques to be employed will include, but will not be limited, to:

- Regression analysis;
- Trend analysis and extrapolation;
- Socioeconomic factor comparison;
- Market share analysis;
- Comparison to similar type or nearby airports; and
- Analysis of previously generated forecasts.

Additionally, this forecasting effort will include the selection and recommendation of a critical aircraft for use in subsequent facility planning evaluation. The critical aircraft may consist of a single aircraft or key characteristics (tail height, wingspan, land gear configuration, landing weight, approach speed) from several aircraft. This determination will be made consistent with the FAA's current draft advisory circular (AC) on *Critical Aircraft and Regular Use Determination*.

Product: Development and documentation of 5, 10, and 20-year aviation activity forecasts as well as determination of the Airport's critical aircraft.

Task 5.4 – Prepare Working Paper #2 – Forecasts

Description: The Consultant will prepare a working paper describing the means, methods, assumptions and results of the activity forecasting effort. The draft will be submitted in electronic PDF format to the City for review and comment. Upon review and response to comments received from the City, the working paper will be submitted to the PRC for review.

Product: Draft and final working paper, in electronic PDF format, submitted to the City and PRC.

Task 5.5 – Forecast Coordination and Approval

Description: The recommended forecasts of aviation demand for PMP will be coordinated with, and submitted to, the FAA for review and approval as follows:

- Coordinating with the FAA, as necessary, prior to the submission of the forecasts to identify key issues important to the FAA's review. Additional coordination with the FAA may be required if the forecasts are outside of the allowed variance from the Terminal Area Forecast (TAF). Included is one meeting with the FAA Orlando ADO to discuss the forecast prior to it being submitted for formal FAA review.
- Submitting draft Forecast Working Paper for FAA review and approval following the incorporation of any comments from the FAA ADO project manager.
- Preparing FAA comparison templates in accordance with FAA guidelines contained in *Forecasting Aviation Activity by Airport* (available at the FAA's website). The recommended forecasts will be compared with the most recent FAA TAF for PMP in terms of based aircraft and total aircraft operations for 20-year planning horizon.

Product: Submittal and coordination of recommended forecasts for FAA review and approval.

ELEMENT 6: DEMAND/CAPACITY AND FACILITY REQUIREMENTS

This element will utilize the findings of the previous Study efforts to identify the Airport facility and infrastructure improvements needed to meet projected levels of demand, current FAA airfield design standards, and the strategic goals established by the City. This will effectively be a "gap analysis" to identify recommended Airport improvements over the 20-year planning horizon.

Task 6.1 – Conduct Demand/Capacity Assessment

Description: The FAA's methodology for assessing airfield capacity and delay, as described in the FAA AC 150/5060-5, will be utilized to develop a brief assessment of the current and future level of airfield capacity in terms of annual and hourly service volumes. The analysis will focus on the most basic evaluation techniques due to the unlikely potential for a capacity issue at PMP.

Product: Demand and capacity assessment to be used in the identification, justification and/or prioritization of needed capacity related airfield improvements.

Task 6.2 – Identification of FAA Design Criteria and Standards

Description: Selection of the appropriate critical aircraft, or family grouping of aircraft will be conducted as part of **Task 6.3**. Within this task, the determination of critical aircraft combined with the existing and anticipated instrument approach capability and minimums (as determined through previous discussions with ATCT, Airport and FAA personnel) will be used establish the FAA airport design standards that will be applied in

the evaluation of airfield facility requirements. These standards are defined in FAA AC 150/5300-13A *Airport Design* and include the various airfield dimensional and facility separation requirements, and operational and land use protection zones, needed to maintain a safe and efficient aviation operating environment.

Product: Documentation of the FAA dimensional design standards to be used for the subsequent evaluation of Airport facility needs.

Task 6.3 – Airfield Requirements

Description: Using the results of the previous Study elements, the ability of the airfield facilities to meet projected activity levels and aircraft operational needs over the course of the 20-year planning horizon will be evaluated. Facility needs will be based upon accepted airport planning criteria (FAA AC 150/5300-13A and other FAA advisory guidance), industry standards, the FAA-approved forecast of aviation activity, and the City's strategic goals for the Airport. Airfield needs to be assessed include:

- Runway length, width, and affiliated shoulder and blast pad requirements;
- Operational improvements for improved runway/taxiway utilization/capacity;
- Pavement strength;
- Taxiway requirements including conformity with geometry criteria set forth in AC 150/5300.13a, Change 1, Chapter Four;
- Aircraft parking aprons;
- FAA separation and protection area standards;
- Lighting and marking requirements;
- Navigational aids both ground based and satellite based; and
- FAR Part 77 & TERPS surface considerations.

Product: Detailed description of all airfield facilities required to meet aviation demands at the Airport through the 20-year planning period.

Task 6.4 – General Aviation and Support Facility Requirements

Description: Using the results of the previous Study elements, the ability of the general aviation, aircraft storage and support facilities to meet projected activity levels over the course of the 20-year planning horizon will be evaluated. Facility requirements will be expressed in terms of gross area, linear feet or other basic units as excess or deficient capacity. This assessment will quantify future development items needed to maintain an adequate level of service, function, and operation at the Airport. The analysis will include:

- Aircraft storage by tie-down and hangar type (conventional and T-hangars);

- Fixed Base Operator (FBO) facilities – general aviation terminal and pilot amenities, transient ramp, maintenance areas, wash facility;
- Automobile parking areas;
- Airport administration building;
- Airport maintenance – maintenance repair shops, equipment storage, material storage areas; and
- Fuel storage/supply – expansion capability, tank capacity vs. demand by fuel type, reserve in event of supply disruption.

Product: Detailed description and tabular listing of general aviation and support facilities required to meet aviation demands at the Airport through the 20-year planning period.

Task 6.5 – Utility Systems Infrastructure

Description: Utilizing accepted planning criteria, and readily available data, this task will generally compare existing and programmed utility systems serving the Airport (water, sanitary sewer, gas, and electric) and seek to identify the adequacy or inadequacy of each component to support anticipated Airport development. This includes analyzing areas of the Airport that are unserved or under-served that could support aviation related or other commercial type development. As needed, the service providers will be contacted to obtain their input on issues of system adequacy. No field investigations to assess utility conditions are accounted for.

Product: A description of utility system improvements anticipated to be necessary to support Airport growth over the near-term, medium-term and long-term planning horizons.

Task 6.7 – Airspace Protection

Description: The Consultant will work with City staff to understand the ongoing airspace protection program and local or state regulations or zoning ordinances that strive to prevent or minimize potential airspace related adverse impacts to the Airport. Using the aerial survey data obtained in **Element 3**, along with other existing available obstacle/obstruction information provided by the FAA and/or City, an evaluation of existing and potential penetrations to the Part 77 Imaginary Surfaces and Threshold Siting Surfaces (per AC 150/5300-13A) will be performed. Areas of concern will be documented and mitigation of any identified obstacles will be addressed in an Obstacle Action Plan consistent with FAA Memorandum dated August 18, 2015. This information will also be used in the development of the Airspace and Inner Approach sheets of the ALP drawing set.

Product: Documentation of airspace obstacles and areas of airspace protection concern.

Task 6.8 – Prepare Working Paper #3 – Demand/Capacity and Facility Requirements

Description: The Consultant will prepare a working paper describing various analyses and resultant Airport facility requirements needed to meet projected activity levels, FAA design standards and the City's strategic goals. The draft will be submitted in electronic PDF format to the City for review and comment. Upon review and response to comments received from the City, the working paper will be provided to the PRC. The information in this working paper will be used in subsequent elements of the MPU and will ultimately become a chapter of the final MPU document.

Product: Draft and final working paper, in electronic PDF format, submitted to the City and PRC.

ELEMENT 7: ALTERNATIVES ANALYSIS AND RECOMMENDED DEVELOPMENT PLAN

Alternative development concepts will be derived that satisfy FAA and FDOT safety and design standards to the extent practicable and feasible and that accommodate the requirements for airside, general aviation, and support facilities. A range of reasonable and feasible alternatives will be considered for further evaluation. Alternatives that may be considered but are dismissed from further consideration will also be briefly discussed and the basis for their elimination noted. The evaluation of alternatives will result in the recommend development plan that will form the basis of the ALP and MPU capital development program. The alternative concepts will be evaluated on criteria agreed upon by the City that will likely include:

- Ability to satisfy projected demand
- Optimized land use
 - Long-term flexibility/expandability
 - Commercial/ancillary development opportunities
 - Grouping of like uses
- Order-of-magnitude development and operating costs
- Engineering feasibility and ease of construction/phasing
- Environmental considerations
- Compatible land use
 - Community integration (including noise using previously prepared noise contours provided by the City)
 - Airspace protection
- Operational factors
 - Safety
 - Efficiency
 - ATC traffic management (air and ground)
 - Airfield utility and approach capability

Task 7.1 – Identify and Evaluate Airfield Alternatives

Description: The Consultant will formulate preliminary airside development alternatives that will address needed runway and taxiway development throughout the planning horizon and beyond. Schematic concept drawings and narrative descriptions will be provided for each concept. This task will be conducted simultaneously with **Task 8.2** to ensure that only options with the highest potential for integration with the other airport functional areas are brought forward for evaluation.

Product: Recommended airfield layout for meeting existing and forecast runway and taxiway facility needs.

Task 7.2 – Identify and Evaluate General Aviation and Support Facility Alternatives

Description: Development concepts for the general aviation and support facility areas will be prepared to address anticipated demand and to provide flexibility in meeting potential tenant needs. Schematic concept drawings and narrative descriptions will be provided for each concept. The alternatives will generally address location, form, function, design standards and facility needs for the following items:

- Corporate hangar development and supporting elements (parking, apron, etc.);
- T-Hangar area expansion or development of new T-Hangar areas;
- Expansion or development of new based and/or itinerant general aviation apron areas;
- FBO facility expansion;
- Fuel farm/fuel storage;
- Landside and airside access;
- Airport administration and maintenance; and
- Potential new aviation and non-aeronautical tenant opportunities.

Product: Recommended configuration of general aviation and support facilities for meeting the anticipated operational and based aircraft, tenant, and Airport user needs.

Task 7.3 – Consolidate Recommendations into Preferred Airport Development Plan

Description: The City, along with the PRC, will assist with the evaluation and selection of the individual development concepts that best meet the established Airport vision and strategic goals for PMP. One of the PRC meetings will be devoted to reviewing and gaining stakeholder input on the various development alternatives. Following this review, a work session will be held with the City to finalize the evaluation and select the preferred concepts.

At this point, the preferred concepts will be combined and refined as necessary to maximize operational efficiency and development flexibility. Areas of airport land that are not encumbered by either man-made or natural constraints and available for temporary or permanent non-aeronautical development will be identified. The resultant preferred development concept will become the basis for the remainder of the MPU planning process.

Product: An overall integrated development concept that will be carried forward as the preferred Airport development plan.

Task 7.4 - Prepare Working Paper #4 – Alternatives

Description: The Consultant will prepare a working paper that will provide up-to-date information in tabular, narrative, and graphic format describing the evaluation of development alternatives and the identification of the preferred Airport development plan. The draft will be submitted in electronic PDF format to the City for review and comment. Upon review and response to comments received from the City, the working paper will be provided to the PRC. The information in this working paper will be used in subsequent elements of the MPU and will ultimately become a chapter of the final MPU document.

Product: Draft and final working paper, in electronic PDF format, submitted to the City and PRC.

ELEMENT 8: IMPLEMENTATION PLAN

Task 8.1 – Define Individual Development Projects

Description: Individual planning, land acquisition, and capital development projects that make up the preferred development plan will be identified. This will become the basis for the MPU's draft Capital Improvement Program (CIP).

Product: Tabular listing of individual development and supporting projects making up the overall Airport development plan.

Task 8.2 – NEPA and Permitting Requirements

Description: As a federally "obligated airport" (i.e. receiving federal Airport Improvement Program (AIP) funding assistance), development on the Airport is subject to NEPA requirements. NEPA has procedural, interagency coordination, and public involvement requirements that will apply to various components of the preferred development plan. Certain projects within that plan may also have specific

environmental permitting requirements. These requirements will be identified to provide a more complete picture of the implementation steps, costs and timing necessary to enact the various recommendations.

Product: Narrative and/or tabular information describing the federal, state and local environmental approval and permitting actions associated with the implementation of the preferred Airport development plan.

Task 8.3 – Estimates of Probable Cost

Description: Building upon the previous order-of-magnitude cost estimates developed for the evaluation of alternatives, and using labor and materials price data from recent Airport construction projects, construction industry sources such as the Dodge Report and project cost data from the FAA, the Consultant will develop a planning level cost estimate for each project in the CIP, including NEPA, engineering, construction costs and contingency factors. Such cost opinions are intended to be used for planning purposes only and will not be the result of detailed engineering design and analysis.

Product: Preliminary cost estimates for the individual development projects making up the overall Airport development plan.

Task 8.4 – Determine Project Phasing and Airport Development Schedule

Description: The individual development projects will be organized into 0 to 5 year (near-term), 5 to 10 year (medium-term) and 10 to 20 year (long-term) phases. Where appropriate, development recommendations will be tied to “trigger point” activity levels derived from the recommended forecasts. This approach will allow the City to monitor and manage its development program based on experienced activity instead of a pre-determined timeline. The timing of projects will take into consideration necessary enabling projects (or project components) that are required prior to the initiation of another development activity, such as obtaining environmental approvals prior to design and construction. As such, individual development projects will be phased based on the need to have facilities in place in advance of the design level of activity. This will help maintain customer satisfaction and ensure maximum project lifespan. The phasing process will be an iterative process with the financial feasibility analysis (**Task 9.6**) to ensure that the CIP is both implementable and economically feasible.

Product: Phased development schedule for the improvements proposed as a part of recommended Airport development plan.

Task 8.5 - Prepare Draft Capital Improvement Program (CIP)

Description: Prepare a draft 10-year Airport CIP incorporating the phased projects and cost estimates from the previous tasks with other projects (e.g. equipment acquisitions, facility maintenance) that may already be programmed in the City's official working CIP. This effort includes identifying anticipated funding sources and their respective participation in terms of the FAA, FDOT, and other any state, local and third party funding partners. This effort focuses on providing a financial planning tool for the 10 year horizon following the completion of the master plan study, acknowledging that recommended projects beyond that time frame may be more speculative in nature.

Product: Draft Capital Improvement Program reflecting a 10-year horizon.

Task 8.6 – Cursory Financial Feasibility Analysis

Description: This will be high-level analysis of the financial capacity of the City to fund the preferred development plan as reflected in the draft CIP. In this task, the total funding available for capital projects will be estimated using agreed upon assumptions regarding debt service and anticipated Airport revenue and operating expenses relative to the approved aviation activity forecasts. The estimated demand on operating revenues and the impact on tenant rates and charges will be identified, and recommended strategies for completing and funding the proposed projects will be presented. The Consultant will conduct one meeting with the City to review this analysis and resultant financial plan.

Product: Draft financial plan for the recommended Airport development program.

Task 8.7 – Prepare Working Paper #6 – Implementation Plan

Description: Prepare a working paper describing the programmatic costs, phasing and a high level financial feasibility of implementing the preferred Airport development plan. The draft will be submitted in electronic PDF format to the City for review and comment. Upon review and response to comments received from the City, the working paper will be provided to the PRC. The information in this working paper will ultimately become a chapter of the final MPU document.

Product: Draft and final working paper, in electronic PDF format, submitted to the City and PRC.

ELEMENT 9: AIRPORT LAYOUT PLAN DRAWING SET

An updated Airport Layout Plan (ALP) drawing set for PMP, that reflects the recommended development plan resulting from this MPU Study, will be prepared. The ALP set will be produced in both digital (CAD and PDF) and hard copy versions. The new aerial survey and imagery obtained under **Element 3** will form the basis. Other sources of information used in the preparation of the ALP drawing set will include the data developed as a part of the AGIS element of this study, previous ALP, the previous airport master plan, USGS mapping, legal descriptions, existing available property surveys, local and regional government mapping, FAA databases, and other secondary sources as appropriate.

The drawing set will be prepared consistent with FAA Standard Operating Procedure (SOP) 2.0 "Checklist for Review and Approval of Airport Layout Plans", SOP 3.0 "Review of Exhibit A Property Inventory Maps", FDOT Procedure 725-040-100 "Airport Master Plans" and FDOT "Guidebook for Airport Master Planning (2016)". The FAA SOP checklists will be filled out and used to guide the development and quality control review of the various ALP drawings. The checklists will also be submitted to the FAA at each stage of the ALP review process. The ALP drawing set will be provided to the FAA and FDOT in both electronic and hard copy formats as required for their multi-level review and approval. The drawing set will include the following sheets which are briefly described in the following tasks:

- Cover Sheet
- Airport Layout Plan Drawing/s
- Airport Data Sheet
- General Aviation Area Drawing
- Airport Airspace Drawing/s
- Inner Portion of the Approach Surface Drawings (one for each runway)
- Runway Departure Surface Drawings (for each runway)
- On-Airport Land Use Drawing
- Off-Airport Land Use/Community Compatibility Drawing (including the 65 DNL noise exposure contour prepared by others)
- Exhibit "A" Airport Property Inventory Map

Task 9.1 - Cover Sheet

This sheet will include applicable information such as the name and location of the Airport and sponsor, location and vicinity maps, an index of drawings contained within the set and the date of the set.

Task 9.2 – Airport Layout Plan Drawing/s

The ALP drawing sheet/s will depict existing physical features of the Airport, along with existing and proposed airport facilities and applicable FAA safety and design standards.

Property boundaries, terrain and development immediately adjacent to the Airport will also be shown. Per FDOT requirements, separate sheets will be prepared for existing, future and ultimate conditions as appropriate. These sheets will contain signature blocks for City, FAA and FDOT approval.

Task 9.3 – Airport Data Sheet

This sheet will include tabular information to supplement information of existing and future conditions that are graphically displayed and noted on the ALP drawing. This information includes such items as general airport information, airfield and runway classifications, navigational aids and approach capabilities, weather and wind coverage, declared distances and operational limitations, and any conditions on the Airport that do not meet current FAA standards (and the planned disposition of any non-standard conditions).

Task 9.4 – General Aviation Area Drawing

This will be a larger scale, or “zoomed in” view of the general aviation development area that may not be readily discernable on the ALP drawing sheet due to graphic scale. By zooming in, more detail regarding configuration, terrain and physical features, circulation, and design standards will be able to be depicted. This could include one or two sheets depending upon graphic scale and/or development areas identified through the course of the Study.

Task 9.5 – Airport Airspace Drawing/s

These sheets will provide a large scale view of the extents of the existing and future 14 CFR Part 77 Imaginary [Airspace Protection] Surfaces. The base mapping for this drawing is typically U.S. Geographical Survey (USGS) Topographic Quadrangle Maps. Both plan and profile views will be provided. Per FDOT requirements, separate sheets will be prepared for existing, future and ultimate conditions as appropriate. Objects identified as obstacles to the Part 77 surfaces, through the previous airspace analysis task or noted on readily available FAA resources, will be depicted and documented in tabular form and their recommended disposition will also be noted.

Task 9.6 – Inner Portion of the Approach Surface Drawings

These drawings will provide a close-in, plan and profile view of the Part 77 Approach Surfaces (to an elevation of approximately 100 feet above the runway end) for each runway end at PMP. The area depicted off of each runway end approximately corresponds with the Runway Protection Zones (RPZs). The base mapping for this drawing will be the aerial imagery and topographic survey obtained under **Element 3** of this Study. Objects identified as obstacles to the Part 77 surfaces, through the previous

airspace analysis task or noted on readily available FAA resources, will be depicted and documented in tabular form along with their recommended disposition.

Task 9.7 – Runway Departure Surface Drawings

While FAA departure surface requirements (as detailed in AC 150/5300-13A) only apply to designated instrument departure runways, the FAA recommends that they be evaluated for all runway ends, particularly those that serve turbine powered aircraft. For those reasons, an analysis will be prepared for each runway. The base mapping for this drawing will be the aerial imagery and topographic survey obtained under **Element 3** of this Study. Significant objects within the departure surface limits, as identifiable within the collected AGIS mapping, will be documented in tabular form along with their recommended disposition.

Task 9.8 – On-Airport Land Use Drawing

This sheet will depict on-airport land uses by aviation related use categories (e.g. Airport Operations Area, general aviation area, aviation related development, airport revenue support, public works/utilities, recreational/community, preservation, etc.). Existing and any future Airport boundaries will be identified.

Task 9.9 – Off-Airport Land Use/Community Compatibility Drawing

This sheet will depict off-airport land uses and zoning for the area around the Airport, extending to include land within the 65 DNL noise contours as provided by the City (not anticipated to be greater than 1.5 miles from the airport center point). Off-airport land uses will be depicted by generalized categories (e.g., agriculture, residential, institutional, recreational, industrial, and commercial, etc.). Existing and any future changes to the Airport boundary will be identified.

Task 9.10 – Exhibit “A” Airport Property Inventory Map

The current Exhibit “A” Airport Property Map will be updated to reflect any changes since the last revision (dated 2012) and the recommended development plan arising from this MPU Study. This would include recent acquisitions or transfers of property interests, significant recent airfield improvements, proposed land or easement acquisitions, and any potential land release opportunities. The Exhibit “A” will be updated using the existing property boundary information (no new field or meets and bounds survey will be performed) and readily available deed/property transfer information provided by the City. The Exhibit “A” will be updated following guidance in FAA SOP 3.0 *FAA Review of Exhibit A Airport Property Inventory Maps*.

Task 9.11 – Submittal and Review of Preliminary Draft ALP Drawing Set

Description: Once a draft version of each of the preceding ALP sheets have been prepared, a complete preliminary draft ALP drawing set will be submitted to the City for review. Upon resolution of comments, the draft set will then be submitted to the FAA and FDOT for a preliminary review. At this point, a work session with appropriate City, FAA and FDOT personnel will be held (refer to **Task 2.4**) to ensure a mutual understanding of the recommended development plan and resolve any technical ALP issues in advance of uploading the ALP to the FAA's Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website and concurrent FAA "line of business" review (refer to **Task 10.2**).

Product: Preliminary draft ALP drawing set (electronic and two paper copies) and one City/FAA review and coordination meeting.

ELEMENT 10: FINAL DOCUMENTS – SUBMITTAL AND APPROVAL

This element entails the preparation, review, approval and production of the final Master Plan Update report and Airport Layout Plan drawing set.

Task 10.1 – Draft Master Plan Update Report

Description: Upon review of all working papers and the incorporation of appropriate revisions, a draft-final Master Plan Update report will be prepared. The draft document will be submitted in hard copy and electronic PDF format to the City for review and comment. Upon review and response to comments received from the City, the document will be submitted to the FAA and FDOT in hard copy and electronic format for their review. The document will also be provided to the PRC in electronic format.

Product: Draft-final Master Plan Update report in hard copy and electronic format. Five (5) hard copies of the report and will be provided as well as an electronic file in PDF format.

Task 10.2 – Draft Submittal, Final Approval and Production of the ALP Drawing Set

Description: Following resolution of comments on the preliminary draft ALP set, a revised draft ALP set will be submitted to the FAA and FDOT. As required by SOP 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)* dated October 1, 2013, the draft ALP and corresponding "review checklist" will be uploaded by the Consultant on behalf of the City to the FAA's OE/AAA online system in PDF format.

The FAA Airports Division and other lines of business within the OE/AAA system will conduct their review. Agency comments will be consolidated by the responsible FAA project manager and forwarded to the City as a final FAA comment letter which will

include an "airspace determination" addressing any potential impacts to navigable airspace. FDOT will conduct their review and provide comments to the City as well.

Upon resolution of agency comments, the ALP set will be ready for the City's final approval and/or adoption. Eight (8) hard copies of the final ALP drawing set will be provided to the City for signature. These will then be forwarded to the FAA ADO and FDOT for their final approval signature/stamp. Signed hard copies will be re-distributed to the City, FAA and FDOT. The signed ALP sheet will be electronically scanned by the Consultant and added to the electronic PDF version of the final ALP drawing set for recordation and use by the City.

Product: Revised draft ALP set uploaded to FAA OE/AAA website and hard copy and electronic final versions of the approved and signed ALP drawing set.

Task 10.3 – Final Master Plan Update Report

Description: Upon resolution of comments on the draft Master Plan Update report and draft ALP drawing set, a final Master Plan Update report will be printed. Five (5) hard copies of the final report will be provided. In addition, two (2) CDs containing the electronic files of the report, and ALP drawing set will be provided to the City. The final electronic files will be provided in their native format including Word, Excel, and AutoCAD, as well as in PDF.

Product: Final Master Plan Update report (5 hard copies) and two CDs with native electronic files and PDF formats of the final document and ALP drawing set.

Attachment 1

**Technical Proposal for AGIS Photogrammetry, Aerial Mapping and Attribution
Arora Engineers (2-28-17)
With Subconsultants Quantum Spatial and Keith and Associates**

Element 3 – Aerial Photography, Planimetric Mapping, and AGIS Data

The data collected within this effort is intended to meet the FAA's requirements as specified in Table 2-1 of AC 150/5300-18B for Airport Layout Plans (ALPs) and Instrument Procedure Design.

The project will be performed in compliance with FAA Airports GIS (AGIS) policies and will include an airport airspace analysis for vertically-guided operations for existing Runways 15-33 and 06-24, and non-vertically guided operations for Runway 10-28.

Task 3.1 - Obtain New Aerial Photography and Planimetric Mapping

In support of updating the PMP Airport Master Plan and Airport Layout Plan (ALP), geospatial data will be developed using field survey, photogrammetric, and other means. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the FAA and the National Geodetic Survey (NGS).

- AC 150/5300-16A "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey"
- AC 150/5300-17C "Standards for Using Remote Sensing Technologies in Airport Surveys"
- AC 150/5300-18B (Change 1) "General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards"

Specific services related to the collection of data shall include the following:

This project encompasses existing runways 15-33, 06-24, and 10-28, and previously planned extension of runway 10-28.

Obstacles and Obstruction Areas will be identified for all surfaces defined in FAA Advisory Circular 150/5300-18B: Section 2.7.1, Airport Airspace Survey Surfaces and Analysis. In addition, we will provide FAR Part 77 Surface obstruction data.

For this project, Quantum Spatial will acquire new vertical stereo digital imagery at a physical image scale of 1"= 4,018' of the obstruction surface areas and 1"= 1,042' of the airport property, as defined by the City of Pompano Beach. The aerial imagery will be collected using an Ultracam Eagle Digital Aerial Mapping System, or comparable, during *leaf-on* conditions.

From the 1"= 4,018' imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0' pixel resolution
- Identification and mapping of obstacles for all of the Part 77 (10,000 feet) ,VG, and NVG surfaces
- Obstruction Areas for VG and NVG surfaces

From the 1"= 1,042' imagery, we will produce the following:

- 100 scale planimetrics and 2 foot contour mapping of the PMP defined airport property and immediate vicinity (1,055 acres, as per Figure 1 below).
- Limited Planimetric Features (Road Edges, Railroads) (970 acres as per Figure 2 below)
- Color digital orthophotos with a 0.50" pixel resolution

Scope of Services and Fee Proposal

Pompano Beach Airpark - Master Plan Update GIS Services and Airspace Airport Layout Plan Sheets

- Identification and mapping of obstruction obstacles for the vertically-guided surfaces for Runways 15-33 and 06-24, and non-vertically-guided surfaces for Runway 10-28, as defined in AC 150/5300-18B.

Quantum Spatial will provide input to and assist with the preparation and submittal of the Statement of Work (SOW), Survey and Quality Control Plan, Imagery Acquisition Plan, Imagery Acquisition Report, Final Project Report and all associated data files as required for submission to the FAA AGIS online database.

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, one foot contours and three and twelve inch orthophoto production. In addition, we insure that the photogrammetric mapping will meet all FAA and NGS standards. Quantum Spatial will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of PMP inclusive of the obstruction surfaces as defined in AC 150/5300-18B and FAR Part 77.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. Quantum Spatial will process the ABGPS data using COR stations and reference it to the project control datums:

- Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the FL State Plane Coordinate System, East Zone in US survey feet.
- Vertical: North American Vertical Datum of 1988 (NAVD 88)

Keith & Associates will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16A.
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control. Quantum Spatial will provide information on the specific locations of the required control and check points.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- Full field-collected attribution of all airport features located during these survey tasks (specific attributes to be finalized after notice-to-proceed):
 - AirfieldLight
 - AirportSign
 - Apron
 - Building
 - Fence
 - Gate
 - NavaidEquipment
 - ParkingLot
 - RoadCenterline

Scope of Services and Fee Proposal
Pompano Beach Airpark - Master Plan Update GIS Services and Airspace Airport Layout Plan Sheets

- Runway
- Shoulder
- Tanksite
- TaxiwayElement
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix for Airport Layout Plan" such as:
 - Establish or validate Airport Geodetic Control
 - Perform, document and report the tie to National Spatial Reference System (NSRS)
 - Survey runway end(s)/threshold(s)
 - Monument runway end(s)/threshold(s)
 - Document runway end(s)/threshold location(s)
 - Identify and survey any displaced threshold(s)
 - Document displaced threshold(s) location
 - Determine or validate runway length
 - Determine or validate runway width
 - Determine runway profile using 50 foot stations
 - Determine the touchdown zone elevation (TDZE)
 - Determine and document the intersection point of all specially prepared hard surface (SPHS) runways
 - Determine and document the taxiway intersection to threshold distance
 - Determine runway true azimuth
 - Determine or validate and document the position of navigational aids
 - Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)
 - Collect and document runway and taxiway lighting
 - Document features requiring digital photographs
 - Document features requiring sketches
 - Collect position and type of runway markings
 - Locate, collect, and document photo ID points
 - Provide a final Project Report

Photogrammetric Mapping

Quantum Spatial will collect the features normally shown on 1"=100' scale mapping within the mapping limits identified Figures 1 and 2. A list of the features to be collected and the attributes to be populated will be provided as an attachment.

Quantum Spatial will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 2' contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design. All contours will be continuous polylines. The final data will be delivered as ESRI Shape Files (SHP), which comply with the requirements of AC 150/5300-18B, and AutoCAD DWG format.

Orthophoto Mapping

Quantum Spatial will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG and NVG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and for the airport property, with a 0.50' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

Scope of Services and Fee Proposal
Pompano Beach Airpark - Master Plan Update GIS Services and Airspace Airport Layout Plan Sheets

VG and NVG Obstruction Surveys

For the VG Obstructions Surfaces our production personnel will satisfy the following requirements of the AC 150/5300-18B: 2.7.1.2 Analysis of Runways for existing Runways 15-33 and 06-24 with Vertically Guided Operations.

(Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

For the NVG Obstructions Surfaces our production personnel will satisfy the following requirements of the AC 150/5300-18B: 2.7.1.2 Analysis of Runways for existing Runway 10-28 and previously planned Runway 10-28 extension with Non-Vertically Guided Operations.

(Surfaces include the NVGPS, NVGAS, and NVGTS)

Production Schedule

The Consultant team will work with the City to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

Deliverables

Quantum Spatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives.

The 18B deliverables that will be uploaded to the AGIS website include:

- Statement of Work, Imagery Plan and Survey and Quality Control Plan
- Image Delivery
- Digital limited landmark detail outside the airport
- Color digital orthophotos with a 1.0' pixel resolution (GeoTIFF format)
- Obstruction survey data (that covers VG and NVG surfaces)
- Surveyed centerline profile on VG and NVG runways
- NAVAID data
- Planimetric data and one foot contours to 18B specs (Shapefile format)
- Photogrammetrically derived and surveyed attributes in defined format
- FGDC compliant metadata
- Final Report

Other than the 18B delivery, Quantum Spatial will deliver the following items in support of the Study:

- Planimetric data and one foot contours to 18B specs in SHP and DWG formats
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)
- Color digital orthophotos with a 0.50' pixel resolution in GeoTIFF (airport property)
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)

In addition to the above, Part 77 deliverables will include:

- Obstruction survey data for Existing Runways 15-33, 06-24, and 10-28, and previously planned extension of Runway 15-33 in Excel file format (full 10,000 feet beyond each runway)

Scope of Services and Fee Proposal
Pompano Beach Airpark - Master Plan Update GIS Services and Airspace Airport Layout Plan Sheets

All digital files will be delivered on external hard drive or CD/DVD.

Task 3.2 Planimetric Attribution

Safety Critical Datasets

The Consultant team will perform the following steps as necessary to ensure that safety-critical datasets developed through the PMP Master Plan Update are successfully submitted to and accepted by the FAA's Airport GIS program (AGIS):

- 1) Perform a quality control check on datasets that are developed by the mapping consultant to ensure proper topology
- 2) Develop attribution as necessary to ensure that the minimum attribution requirements for AGIS submittal are met.

Non- Safety Critical Datasets

The Consultant team will support the development of feature classes and attribution of non-safety critical datasets as necessary to ensure that the minimum attribution requirements for the AGIS submittal are met. These non-safety critical 18B feature classes are tentatively listed below, and will be revised and finalized along with the list of features and populated attributes noted under "Photogrammetric Mapping" in Subtask 1.1 above.

- AircraftNonMovementArea
- AirfieldLight
- AirportSign
- Apron
- Bridge
- Building
- ForestStandArea
- MarkingArea (Off Runway)
- MarkingLine (Off Runway)
- MovementArea
- ParkingLot
- RailroadCenterline
- RoadCenterline
- RoadSegment
- Shoreline
- Shoulder
- TankSite
- TaxiwayElement
- Taxiwayholdingposition
- TaxiwayIntersection
- Tower
- Wetland (no official delineation)

The Consultant team will be responsible for populating these features and associated attribution to the greatest extent practicable based on data that is readily available from the City of Pompano Beach

Scope of Services and Fee Proposal

Pompano Beach Airpark - Master Plan Update GIS Services and Airspace Airport Layout Plan Sheets

and/or state and local GIS resources in a geospatial (CAD or GIS) format. "Readily Available" data means data provided by the City of Pompano Beach or other organizations, in a GIS or CAD format, and in a manner than does not require editing or significant data conversion. This scope does not include the coordination or completion of any additional field survey or public records validation efforts to confirm the validity of airport parcel data or any other datasets that are developed through this project. The Consultant team anticipates that dataset attributes will be collected and verified through field data collection efforts (to the extent practicable) to attribute each feature according to FAA 18B standards. This attribute information will then be entered directly into a PMP master 18B geodatabase that will house all of the data that is collected through this project.

One (1) Preferred Alternative for future airport development will be included in the final AGIS upload. AGIS feature classes for the Preferred Alternative shall be limited to the minimum necessary to support depiction on the PMP Airport Layout Plan. FAA AC 150/5300-18B format-ready data file(s) of the Preferred Alternative (Esri Shape Files or AutoCAD DWG) shall be provided to AEI for incorporation into the AGIS data set.

The final features and populated attributes list that includes non-safety critical items will be incorporated into the Statement of Work (SOW) for AGIS upload as noted in Subtask 1.1.

Assumptions:

- If required, the development of planned alternatives data developed through the Master Plan process will be configured and provided to AEI in an FAA AC 150/5300-18B format ready for AGIS upload.
- Field survey of Runway End, Runway Profile, and NavAids will be completed by Keith & Associates.
- Photogrammetric mapping of obstacles, obstruction areas, landmark segments, and on airport planimetrics will be completed by Quantum Spatial.
- Safety critical features will be attributed as required by Keith & Associates.
- Features not provided by Quantum Spatial will only be provided for "readily available" data, meaning data provided by the airport in a GIS or CAD format in a manner than does not require editing or significant data conversion.

Task 3.3 – Coordination and File Integration

This task includes the coordination which will be required as a component of the elements listed in Task 3.1. In addition, this task includes efforts relative to the transfer of electronic data and revisions thereto as required to integrate the electronic data collected into digital CAD files which will be utilized to create exhibits and ultimately the Airport Layout Plan (ALP) drawing set. The product for this task will be updated mapping for preparing the ALP drawing set, including obstructions analysis and FAA-compliant Airports Geographical Information System data

Scope of Services and Fee Proposal
Pompano Beach Airpark - Master Plan Update GIS Services and Airspace Airport Layout Plan Sheets

Figure 1



Figure 2

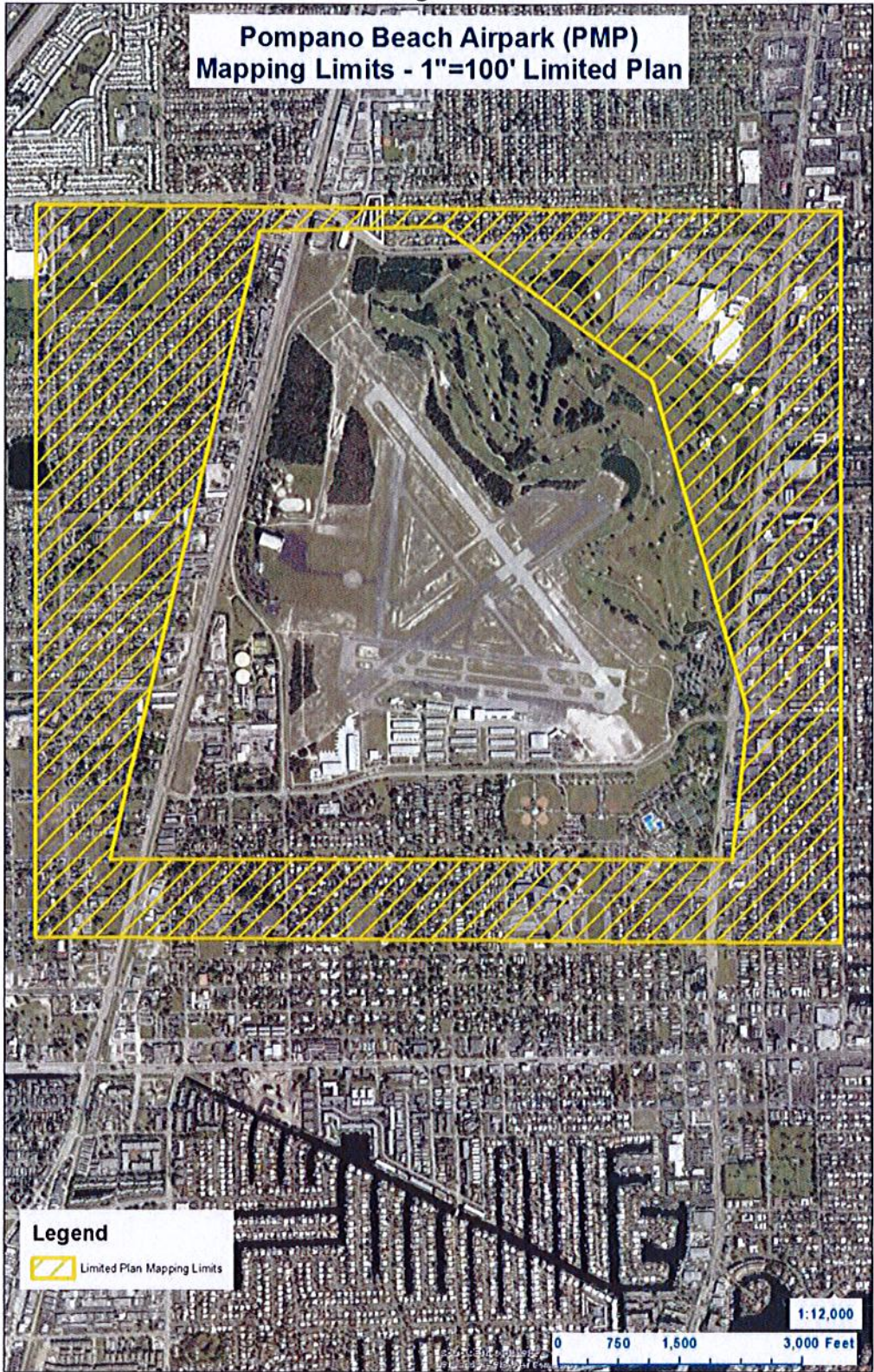


Exhibit C

Negotiated Project Budget

Fee Proposal
Airport Master Plan Update
Pompano Beach Airpark (PMP)

Revised 4/17/17

Summary of Estimated Project Costs

Project Summary by Element

	Man Hours	Labor Cost	Expenses	Element Cost	% of Total Budget
Element 1 PROJECT INITIATION AND ADMINISTRATION	57	\$ 10,438	\$ 80	\$ 10,518	3%
Element 2 STAKEHOLDER COORDINATION AND PUBLIC INVOLVEMENT PROGRAM	173	\$ 32,690	\$ 6,048	\$ 38,738	9%
Element 3 AERIAL PHOTOGRAPHY, PLANIMETRIC MAPPING, AND AGIS DATA	354	\$ 144,144	\$ -	\$ 144,144	35%
Element 4 INVENTORY OF EXISTING CONDITIONS	226	\$ 31,330	\$ 1,175	\$ 32,505	8%
Element 5 AVIATION FORECASTS	190	\$ 27,680	\$ 150	\$ 27,830	7%
Element 6 DEMAND/CAPACITY AND FACILITY REQUIREMENTS	225	\$ 33,638	\$ 100	\$ 33,738	8%
Element 7 ALTERNATIVES ANALYSIS AND RECOMMENDED DEVELOPMENT PLAN	212	\$ 30,730	\$ 200	\$ 30,930	8%
Element 8 IMPLEMENTATION PLAN	104	\$ 16,970	\$ 100	\$ 17,070	4%
Element 9 AIRPORT LAYOUT PLAN DRAWING SET	354	\$ 50,537	\$ 1,200	\$ 51,737	13%
Element 10 FINAL DOCUMENTS - SUBMITTAL AND APPROVAL	126	\$ 18,520	\$ 2,100	\$ 20,620	5%
Total	2,021	\$ 396,677	\$ 11,153	\$ 407,830	100%

Project Summary by Consultant

	Man Hours	Labor Cost	Expenses	Budget	% of Total Budget
1 Kimley-Horn & Associates	1541	\$ 234,665	\$ 11,153	\$ 245,818	60%
2 Arora Engineers	480	\$ 58,612	\$ -	\$ 58,612	14%
2a Quantum Spatial	0	\$ 72,000	\$ -	\$ 72,000	18%
2b Keith and Associates	0	\$ 31,400	\$ -	\$ 31,400	8%
3 KB Environmental <i>(noise contour development removed from SOW)</i>	0	\$ -	\$ -	\$ -	0%
Total	2,021	\$ 396,677	\$ 11,153	\$ 407,830	100%

Summary by Major Project Component

	Manhours	Budget (labor & expenses)	% of Total Budget
1 AGIS & Aerial Survey	354	\$ 144,144	35%
2 Master Planning	1140	\$ 173,211	42%
3 Airport Layout Plan Set	354	\$ 51,737	13%
4 Public Involvement	173	\$ 38,738	9%
Total	2,021	\$ 407,830	100%

Exhibit D

Project Schedule

Pompano Beach Airport, Master Plan Update, Proposed Schedule

8/9/2017

Primary Tasks	Months After Notice to Proceed																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19
Define Airport Vision & Strategic Goals		WP#1															
Inventory of Existing Conditions																	
Aerial Survey & Photogrammetry				WP#2													
Activity Forecasts						WP#3											
Demand/Capacity & Facility Requirements									WP#4								
Alternatives Analysis & Recommended Plan										WP#5							
Environmental Overview												WP#6					
Implementation & Phasing Plan																	
Financial Planning/ACIP																	
Airport Layout Plan Drawing Set														Draft		Final	
Final Documents															Draft	Final	
Stakeholder Coordination & Community Involvement		AC/PWS			AC			AC			AC			AC/PWS			

Note: agency and City review times, and scheduling of advisory committee and public meetings may alter project timeline and duration

WP = Working Paper
AC = Advisory Committee
PWS = Public Workshop