

**RESOLUTION 2008-15**

**A RESOLUTION OF THE CITY OF LAKE WALES, POLK COUNTY FLORIDA, AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT AND TASK ORDER FOR PROFESSIONAL SERVICES PERTAINING TO THE ENGINEERING DESIGN TO REHABILITATE RUNWAY 6-24 MEDIUM INTENSITY TAXIWAY LIGHTS (MITL) SYSTEM WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the City of Lake Wales has the authority to enter into an agreement with the Florida Department of Transportation to undertake a project as authorized by Florida Statute 332, and Florida Administrative Code 14-60;

**Now, therefore, be it resolved** by the City Commission of Lake Wales, Polk County, Florida:

1. That Master Agreement and Task Order #10 is approved.
2. That Anthony G. Otte, City Manager, is authorized to enter into, modify or terminate the Florida Department of Transportation, unless specifically rescinded.

**THIS RESOLUTION INTRODUCED AND PASSED** by the City Commission of the City of Lake Wales, Florida at its regular meeting on September 2, 2008.

  
\_\_\_\_\_  
Mayor/Commissioner

ATTEST:

  
\_\_\_\_\_  
City Clerk

**TASK ORDER #10 TO THE MASTER AGREEMENT  
BETWEEN**

**THE CITY OF LAKE WALES  
AND  
HOYLE, TANNER & ASSOCIATES, INC.**

**FOR PROFESSIONAL SERVICES  
PERTAINING TO THE ENGINEERING DESIGN OF**

**REHABILITATE TAXIWAY MITL SYSTEM (DESIGN ONLY)**

**AT**

**LAKE WALES MUNICIPAL AIRPORT**

This is a TASK ORDER entered into, effective this 3rd day of September 2008, by and between the parties above described, WHEREAS, the SPONSOR and ENGINEER have entered into a Master Consulting Agreement (Professional Services Agreement) dated August 22, 2002, hereinafter referred to as the MASTER AGREEMENT for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto. In the event of a conflict between the terms of the MASTER AGREEMENT and this TASK ORDER, the MASTER AGREEMENT shall control.

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereinafter provided and for the payments to be made, therefore by the SPONSOR, the CONSULTANT and the SPONSOR do hereby agree to accomplish the work as follows:

**ARTICLE I - SCOPE OF SERVICES**

Whereas, the SPONSOR desires to undertake the development of the PROJECT containing a single primary element known as:

**REHABILITATE TAXIWAY MITL SYSTEM (DESIGN ONLY)**

hereinafter referred to as the PROJECT and,

Whereas, the SPONSOR desires to engage the ENGINEER to furnish professional engineering services as described in:

**EXHIBIT A – SCOPE OF SERVICES - DESIGN ENGINEERING (ONLY)**

**ARTICLE II - COMPENSATION**

The SPONSOR agrees to pay for all engineering services requested by the SPONSOR and rendered by the CONSULTANT in connection with the PROJECT and such other additional work as may be required by the SPONSOR from time to time, in strict accordance with the conditions set forth in this Article of this TASK ORDER.

The engineering fees charged by the CONSULTANT under this Article and the payment of said charges, by the SPONSOR, shall constitute full compensation for all expenses incurred by the CONSULTANT in connection with the services rendered including F.I.C.A. Taxes, Federal and State Unemployment Taxes, costs in connection with employee benefits, office expenses, supplies and equipment, the general costs of doing business, and the CONSULTANT's profit. CONSULTANT'S fees are listed in:

### **EXHIBIT C – COMPENSATION**

The SPONSOR agrees that it will pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT'S invoice statements as provided above. Invoices will be made monthly.

### **ARTICLE III. TERMINATION**

This TASK ORDER may be terminated (in full or in part) by the SPONSOR upon thirty (30) days written notice to the CONSULTANT. Upon such termination, the SPONSOR shall pay the CONSULTANT all charges made for work done through the effective date of termination and the CONSULTANT shall deliver to the SPONSOR all completed work in whatever form it exists, and said work shall then become the property of the SPONSOR. For lump sum fees, the CONSULTANT shall be entitled to payment in the proportion to the amount of work completed.

In the event of substantial breach of any provisions of this TASK ORDER by the CONSULTANT, its officers, agents, employees, and subconsultants, the SPONSOR shall have the absolute right and option to terminate this TASK ORDER, and, in addition, may have and maintain any legal remedy against the CONSULTANT for its loss and damages resulting from such breach of this TASK ORDER; provided, however, that as to all drawings, estimates, specifications, proposals, sketches, and calculations completed by the CONSULTANT, of a satisfactory nature in accordance with this TASK ORDER, the CONSULTANT shall be entitled to payment in proportion to the amount of work completed through the effective date of termination.

### **ARTICLE IV. PERIODS OF SERVICE**

The provisions of the TASK ORDER and the various rates of compensation for CONSULTANT's services provided for elsewhere in this TASK ORDER have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion. If dates by which services are to be completed are extended through no fault of the CONSULTANT by a period of six months through or if schedules are accelerated at SPONSOR's request, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment as mutually agreed to by both parties.

## **ARTICLE V. TITLE TO DOCUMENTATION**

Pursuant to the CONSULTANT's computer software, hardware, and information policy effective October 1, 1999, no electronic data shall become the property of the SPONSOR. All paper plans, documents, exhibits, drawings, and materials generated by the CONSULTANT in the execution of this Contract shall become the property of the SPONSOR upon request, after the acceptance of the final report and payment of compensation in full to the CONSULTANT. All electronic data shall remain in full the intellectual property of the CONSULTANT, to include but not be limited to electronic drawing files, spreadsheet files, word processing files, email files, and any other file that can be electronically produced and stored. CONSULTANT shall fully own and retain all rights and full copyright on all electronic data. Non-changeable files will be provided to the SPONSOR in portable document format (pdf) or equivalent, however for their data storage purposes. No electronic data shall be transmitted on behalf of the SPONSOR to third parties without special written permission by the CONSULTANT, and written disclaimer release received from the SPONSOR by the CONSULTANT.

## **ARTICLE VI. NOTICE TO PROCEED**

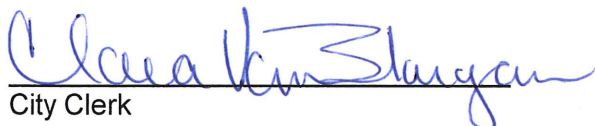
The SPONSOR and the CONSULTANT agree that the CONSULTANT is authorized to proceed with the services described herein upon receipt of a fully executed copy of the TASK ORDER.

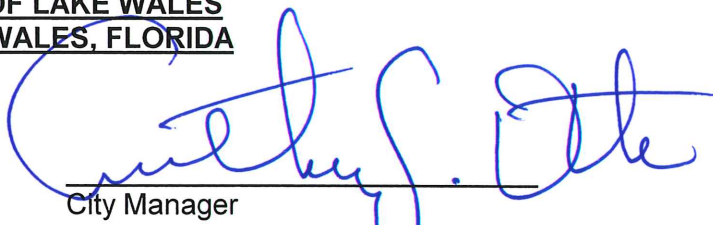
BOTH PARTIES hereto warrant and represent that they have full right, power and authority to execute this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Contract as of the day and year first above written.

### **CITY OF LAKE WALES LAKE WALES, FLORIDA**

ATTEST

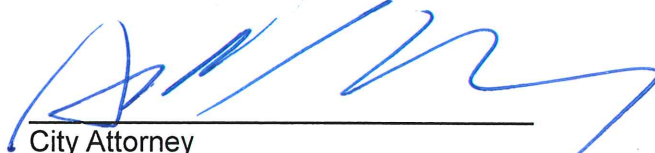
  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
City Manager

APPROVED AS TO TECHNICAL  
REQUIREMENTS

  
\_\_\_\_\_  
Public Works Director

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
City Attorney

### **HOYLE, TANNER & ASSOCIATES, INC.**

  
\_\_\_\_\_  
Russell D. Holliday, PE  
Project Manager  
Witness

  
\_\_\_\_\_  
Douglas N. Norman  
Vice President

**EXHIBIT A**  
**SCOPE OF SERVICES - DESIGN ENGINEERING**

The following parties are referred to hereafter: SPONSOR (City of Lake Wales); CONSULTANT/ENGINEER (SPONSOR's Engineer – Hoyle, Tanner & Associates, Inc.); FAA (Federal Aviation Administration); FDOT (Florida Dept. of Transportation).

Design Engineering Services for the project include comprehensive engineering pre-design and final design phases to provide a set of construction plans, contract documents, technical specifications, and engineer's report; bidding phase, project & cost administration phase, land survey for existing circuits and lighting features, federal grant application package, disadvantaged business enterprise goal/methods update/reporting.

## **I. PROJECT DESCRIPTION**

The work can generally be described as shown in the attached Exhibits C, D and E, below, hereinafter called the PROJECT, and will consist of the level of effort required for the design and construction of:

### **EXHIBIT B – REHABILITATE TAXIWAY MITL SYSTEM (DESIGN ONLY)**

1. Perform existing features land survey and review electrical as-built data,
2. perform field site review including vault and testing the circuit to verify loads on existing regulator(s),
3. remove or abandon in place existing taxiway system direct buried cables and counterpoise,
4. remove existing stake mounted lights and transformers, turning over to the airport all useable equipment as spares,
5. construct new taxiway lighting circuits for all taxiways, to include but not necessarily be limited to (depending upon available funds):
  - a. new polyvinyl chloride duct work,
  - b. new insulated primary power cabling installed inside new duct, homerun cabling routed through existing concrete encased duct,
  - c. new base mounted L-861T Medium Intensity Taxiway Lights (MITLs), with blue lenses, identification tags, and transformers, either Quartz/Halogen or Light Emitting Diode (LED), based on bid alternates,
  - d. new L858 internally illuminated taxiway guidance and mandatory hold signage,
  - e. new bare copper counterpoise system, with ground rods
  - f. construct new constant current regulator(s), appropriately sized for proposed improvements,
  - g. any accessories required including hand-holes, manholes, duct markers, cable markers, splice markers, turf restoration, and equipment ground rods.
6. construct vault improvements which may include new regulator for the taxiway circuit system, a rack or shelf to save space, possibly an air conditioning unit, any other equipment modifications necessary to support the airfield improvements, budget allowing,
7. marking all taxiways with yellow centerline and edge-stripes, with black backgrounds, budget allowing.

... all in accordance with FAA design standards and construction specifications. All existing airport taxiways will be covered, as follows:

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- Taxiway Alpha
- Taxiway Delta
- Taxiway Charlie
- Taxiway Bravo

Taxiway Delta is the existing offset portion of Taxiway Alpha, both parallel to existing Runway 6-24.

**EXHIBIT D – ENGINEER’S OPINION OF PROBABLE COSTS** (see attached)

**EXHIBIT E – PROJECT SKETCH** (see attached)

## **II. PROJECT SERVICES**

The PROJECT Services are divided into Basic Services and Special Services. Basic Services are identified in Section III, and are sub-divided into three (3) phases as follows:

- A. Preliminary Design Phase
- B. Final Design Phase
- C. Bidding Phase

Special Services are identified in Section IV and are sub-divided into four (4) phases as follows:

- A. Project & Cost Administration
- B. Land Survey
- C. DBE Goals & Methodology Update/Reporting
- D. FAA Grant Application

Additional Services are identified in Section V, and include services not specifically performed in this TASK ORDER, due to circumstances that may arise and which are beyond the control of the CONSULTANT, or due to the SPONSOR wishing to contract these services directly OR perform the services in-house, or services which are not necessary to complete the intended work.

## **III. BASIC SERVICES**

**A. Preliminary Design.** Services to be rendered by the CONSULTANT during this phase include:

1. Analyze JACIP, Budget, and Generate Preliminary Schedule, Generate preliminary subconsultant scopes/specifications, fee requests, Preliminary Project Layouts and Estimates, Formulate Man-hour Breakdown, Project Coordination with client and FAA, Project Scoping, Contract Formulation, and Fee Generation, Contract and Fee Review and Comment, and Revisions, copying, cover letter generation.
2. Conferring with the sponsor on project requirements, finances, schedules, early phases of the project, and other pertinent matters and meeting with FAA and other concerned agencies and parties on matters affecting the project.
3. Planning, procuring, and/or preparing necessary survey scopes of services, geotechnical engineering investigation scopes of services, other miscellaneous sub-consultant scopes of

services, field investigations, and engineering studies required for preliminary design considerations.

4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

#### **B. Final Design**

The services to be rendered by the CONSULTANT included under this Article are defined as Basic Services in accordance with FAA AC 150/5100-14C. Basic Services to be rendered by the CONSULTANT during this phase include:

1. Prepare for, attend, and conduct one Kick-off / Pre-Design meeting in conjunction with City staff, Airport Tenants, FAA, FDOT, and others to review the conceptual design, to ensure direction and intent of the PROJECT and to answer questions from interested parties. Prepare agenda, attendance lists, and minutes of the Kick-off / Pre-Design meeting.
2. Identify any deviations to FAA/FDOT design standards and/or FAA/FDOT standard specifications and prepare a memorandum to the SPONSOR explaining advantages and alternates. CONSULTANT will coordinate SPONSOR approved deviations with the FAA/FDOT through approval, as necessary.
3. Review the Pre-design conference comments with the design team and coordinate necessary action with the SPONSOR.
4. Conduct at least one on-site field investigation, making notes, and taking photographs as necessary to clarify design parameters. Meet the survey crews on-site, as necessary, to coordinate their efforts.
5. Prepare General and Special Provisions, Contract and Bid Forms, Technical Specifications. Use FAA Standard Specifications, latest edition at the time of execution of this Professional Services Agreement. CONSULTANT may make modification(s) to these standards provided the changes are approved by SPONSOR, FAA, and FDOT. SPONSOR will be responsible for approving these prior to the coordination of the 100% certification letter submitted to the FDOT, and submission of plans and specifications to the FAA for approval.
6. Prepare a complete set of construction drawings, in AutoCAD 2007, and Civil Design 3 or later, detailing all of the proposed PROJECT construction. The plans will depict one primary project element described as:

#### **REHABILITATE TAXIWAY MITL SYSTEM**

...which will have at least one alternate design, and one alternate lighting fixture option with at least four (4) bid schedules and alternates, as follows:

- Bid Schedule A – Rehabilitate Taxiway MITL System (Quartz/Halogen) – Offset Alignment for Taxiway Alpha/Delta
- Alternate 1- Rehabilitate Taxiway MITL System - Offset (LED)
- Bid Schedule B – Rehabilitate Taxiway MITL System (Quartz/Halogen) – Straight Alignment for Taxiway Alpha/Alpha
- Alternate 2 – Rehabilitate Taxiway MITL System – Straight (LED)



Depending upon the available construction grant funds in the following fiscal year, as well as the timing of the Runway 6 Extension project funded by other parties.

The alternate designs are necessary due to the impending extension of Runway 6, and therefore parallel Taxiway Alpha. The centerline alignment of Taxiway Alpha/Delta will be corrected to a straight alignment fully parallel with Runway 6-24 centerline alignment in the case that the extension moves forward. The current project's design covered by this AGREEMENT will end at the existing Runway 6 end, regardless of the design (straight or offset). The future extension portion of Taxiway Alpha and it's electrical design will be funded by others (not FAA). The intent of the current design engineering proposal is to provide plans which are ready in anticipation that the two projects (runway extension and taxiway electrical improvements) are constructed simultaneously, but also providing a design that is viable in case the extension does not move forward.

A minimum of **29** drawings are anticipated, approximating the following:

# of Sheets	Description
1	Cover Sheet
1	Summary of Quantities
2	Site, Safety, & Phasing Plans
1	Site, Safety, & Phasing Notes
3	Demolition plans – All Taxiways
3	Taxiway lighting and signage plans - Offset Alignment TW Alpha
3	Taxiway lighting and signage plans - Straight Alignment TW Alpha
3	Taxiway lighting and signage plans – All other taxiways (B, C)
2	Lighting Home Run Plans
1	Signage Legend, Circuit Grounding, Equipment Grounding
1	Lighting vault equipment
1	Lighting vault details – wiring diagrams, etc.
3	Lighting and Signage Details
3	Taxiway Marking Plans
1	Taxiway Marking Details and Notes
<b>29</b>	<b>TOTAL SHEETS</b>

7. Prepare Engineer's Report for the PROJECT, including an opinion of probable construction costs.
8. At 30%, 60%, and 90% design development, submit three (3) copies of the contract documents, drawings, technical specifications, and Engineer's report to the SPONSOR and others for review.
9. Prepare for, attend and conduct one 90% Review conference in conjunction with SPONSOR and others to present design development and answer questions from interested parties. Prepare minutes of the 90% Review conference. Respond to SPONSOR written review comments in writing.
10. Review the 60% and 90% Review comments with the design team and make necessary

changes in the Contract Documents for preparation of the 100% design complete document submittal.

11. Submit 100% certification letter to FDOT and Coordinate the Filing of FAA Airspace Checklist, Site and Safety Plans, and remaining plans and specifications.

**C. Bidding Phase**

Services to be rendered by the CONSULTANT include:

1. Assistance with the actual advertising for bids, including assistance with advertisements for newspapers and construction trade publications. The actual cost of advertisement and placement in the newspaper shall be the responsibility of the SPONSOR.
2. Assist SPONSOR in issuance of bid documents.
3. Conduct one pre-bid meeting, bid opening, and advise as to matters relating to design as they may arise during the bidding. The pre-bid conference will not be mandatory to prospective contractors at this time.
4. Prepare revisions or addenda to bid documents and/or proposals, recommend to SPONSOR and the FAA/FDOT the award or rejection of bids, and assist in assembling, awarding, and executing Contract Documents.

**IV. SPECIAL SERVICES**

The services to be rendered by the CONSULTANT included under this Article are defined as Special Services in accordance with FAA AC 150/5100-14C. The following are among the Special Services to be performed by the CONSULTANT or a qualified subconsultant:

**A. Project & Cost Administration**

1. Scope of Services and Contract - The CONSULTANT shall communicate and coordinate with the owner via telephone, letters, fax and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the CONSULTANT services agreement. The CONSULTANT will prepare a CONSULTANT services agreement including a detailed work scope narrative and itemized fee schedule for submission to the owner and the FAA for review and approval. The CONSULTANT will coordinate the preparation of the contract with the owner's staff. The CONSULTANT will make changes to the work scope narrative and the fee schedules of the selected proposal. The CONSULTANT will make changes to the contract document standard provisions at the request of the owner's legal counsel and with the approval of the CONSULTANT's executive management. The CONSULTANT will prepare letters of transmittal and will distribute (3) copies of the final contract to the owner and the CONSULTANT's executive management for original authorized signatures. The CONSULTANT will prepare letters of transmittal and will distribute one (1) signed original copy of the fully executed contract to the owner, one (1) signed original copy to the CONSULTANT's executive management, one (1) signed photocopy to the state, and one (1) signed photocopy to the FAA.
2. In-House Administration – The CONSULTANT will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team,

owner, and funding agencies of new developments throughout the construction phase of the project.

3. **Cost and Schedule Administration** – The CONSULTANT will prepare a brief work-plan for distribution to the Owner and interested parties to inform them of the goals and objectives of the construction phase of the project including sub-consultants and their assignments and duties, project budget, project schedule, and project contacts. The CONSULTANT will make periodic adjustments to the construction costs and schedules as modified by actual construction and conditions in the field, subject to any change orders, requests for information (RFI's), or field directive changes, as necessary and applicable. The CONSULTANT will notify the owner and FAA immediately of any impacts to the budget.
4. **Accounting Administration** – The CONSULTANT will provide general project administration and coordination with staff of their accounting department. The CONSULTANT will prepare any internal close-out forms. The CONSULTANT will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The CONSULTANT will process and approve invoices received from sub-consultants and vendors providing services to the CONSULTANT through-out the construction phases of the project. The CONSULTANT will prepare and submit monthly invoices to the owner for services provided to the owner and for costs incurred by the CONSULTANT and its sub-consultants.
5. **Other General, Outside, and Miscellaneous Administration** – The CONSULTANT will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the owner, the state, the FAA, and other interested parties; disseminating interim project information to the owner, the state, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for a period of six (6) years.

**B. Land Survey**

The CONSULTANT shall retain the services of a qualified sub-consultant to perform a survey which defines the horizontal and vertical limits of all physical features of the existing site that will be altered for the construction of the new facilities included in the PROJECT. The survey will locate all physical features and provide as necessary grades of the existing ground, buildings, sanitary, water, power and telephone distribution utilities, existing airfield cable utilities, and FAA/NOAA facilities providing the basis for the design.

**C. DBE Goals & Methodology Update/Reporting**

The CONSULTANT shall prepare and submit DBE Goals/Methodologies Update Report (including any appendices and annual reporting information, as required under 49 CFR Part 26) for the PROJECT in accordance with FAA criteria.

The CONSULTANT will update the airport Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26 *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The CONSULTANT will review the methodology for evaluating the availability of DBE businesses to provide services and products for airport projects in the current Federal fiscal year. The CONSULTANT will review the airport's service area by analyzing the utilization of DBE businesses on previous airport projects. The CONSULTANT will prepare a legal advertisement describing the revised DBE utilization goal and methodology. The CONSULTANT will deliver the advertisement to the owner to publish in one (1) newspaper

as a public notice to provide a thirty day public comment period. The CONSULTANT will submit the revised DBE program to the FAA Office of Civil Rights review and comments. The CONSULTANT will prepare the DBE program annual update on the appropriate Form series 4000 at the conclusion of Federal fiscal year 2007/2008 to reflect the actual DBE utilization on airport projects.

Work includes formulation of a revised goal based on actual accomplishment of federal projects since the last update, submittal of methods and goals to FAA Civil Rights Office, FAA Southern Region for approval, and all data collection efforts.

#### **D. FAA Design Grant Application**

These services include preparation by the CONSULTANT of the FAA standard Project Application for the design of the PROJECT.

The CONSULTANT will prepare the formal FAA grant application including letters of transmittal, Standard Form 424, Standard Form 5100-100, project narrative, cost estimate, project schedule, location sketch, statement of environmental action, statement of airport user coordination, statement of intergovernmental coordination, statement of owner DBE program status, sponsor certifications, and grant assurances. The CONSULTANT will submit the grant application to the owner with transmittal letters for signatures and forwarding to the FAA and state. The CONSULTANT will review the Federal grant offer and assist the owner in complying with the terms and conditions of the grant offer. Part V Assurances, and an updated Exhibit A property map, based on the latest format of the grant application, will be included.

### **V. ADDITIONAL SERVICES**

When required by the SPONSOR in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances may require additional services of the types listed in paragraphs below. These services are not included as part of Basic or Special Services provided under this TASK ORDER. CONSULTANT shall not provide any such Additional Services without written approval from the SPONSOR.

**A. Design Phase Services:** The following design services are NOT to be performed by the CONSULTANT under this AGREEMENT.

1. Wetland Permitting and Mitigation Services. Although an investigation will be conducted and a report will be provided to determine if a permit and mitigation will be required, actual mitigation would be addressed separately at the time of determination.
2. Development of Regional Impacts (DRI), or Environmental Assessments (EA), or Environmental Impact Statements (EIS).
3. Ecological Services pertaining to the actual relocation of an endangered, threatened, or otherwise protected biological species determined to be impacted by the PROJECT.
4. Major changes made by the City after the 90% Design Review Meeting. Any changes made by the City after the 100% final plans are submitted, or during Bidding.
5. Changes necessary to the Design Documents resulting from errors in work submitted by any Sub-consultant (contracting either directly with the CONSULTANT or with the

SPONSOR) which is selected solely by the SPONSOR. This includes, but is not limited to, land survey, geotechnical, architectural, electro-mechanical, HVAC, power electronics, environmental or others.

6. Any storm-water permitting services required by the introduction of additional impervious surfaces due to any change by the SPONSOR to the design scope. Also, preparation of modifications to the PROJECT requested by permitting agencies. Any major changes in the drainage design made by the SPONSOR or the permitting agencies after a majority (greater than 50%) of the drainage design work has been performed by CONSULTANT. No storm water management permitting is anticipated for the PROJECT at this time, due to the electrical nature of the work.

**B. Bidding Phase Services:** The following bidding services are NOT to be performed by the CONSULTANT under this AGREEMENT.

1. Services required by any revisions to the design documents during bidding which are made by the SPONSOR or any other agency other than the CONSULTANT.
2. Services required for any value engineering effort requested by the SPONSOR or other agency after bids are received during any bid letting.
3. Services resulting from re-bidding should the SPONSOR decide to reject all bids, or for any other reasons.

**C. Construction Phase Services:** No construction phase services of any kind will be performed under this AGREEMENT due to the design only nature of the proposed work.

**D. Special Services:** The following services are NOT to be performed by the CONSULTANT under this AGREEMENT.

**1. Soils Investigation for Design**

No services are required to perform investigations of the existing on-site subsurface soil conditions in accordance with FAA or FDOT procedures which will enable the design of the PROJECT in accordance with FAA or FDOT and/or SJRWMD criteria. This is due to the electrical nature of the project.

**2. Control and Testing of Materials**

No testing of construction materials will be necessary until the construction phase grant.

**3. FDEP and DEH Permit Applications**

No FDEP or DEH permit applications are anticipated to be required. However, if the scope of the project changes such that sanitary or water facilities are needed, the necessary design services are considered additional services.

**4. Biological and Wetlands Investigation**

No Biological or wetlands investigation is anticipated on this project. The CONSULTANT shall NOT retain the services of a qualified professional. An investigation of the proposed project site and surrounding area in regards to possible wetland and

biological species impacts, if necessary, will be an additional service.

#### **5. FAA Grant Application (Construction)**

Any services requiring the CONSULTANT to prepare the FAA standard Project Application for the design and construction of the PROJECT which will include Standard Form 424, any necessary appendices, Part V Assurances, and/or Exhibit A property map. The design phase grant application preparation is included in the CONSULTANT's design phase fee.

#### **6. Resident Project Representative**

No resident inspection services will be performed under this agreement.

#### **7. Record Drawings**

No record drawings will be produced under this agreement.

### **VI. BASIC ASSUMPTIONS**

The following is a list of assumptions which forms the basis of CONSULTANT's cost proposal for providing the services for the PROJECT outlined herein. It must be noted that any change to these basic assumptions constitutes a change in the PROJECT scope and may constitute a revision to the fee proposal and corresponding contract addendum.

A. In the absence of other known standards identified herein, all contract documents (front end, technical specifications and construction drawings) will be developed utilizing CONSULTANT'S selected format, which for state and federally funded projects is based on FAA/FDOT standards.

B. All construction drawings will be 36" x 24" and will be created in AutoCAD 2007, and Civil Design R3 versions, or later.

C. Specifications, reports and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word 2003 or later, while spreadsheets shall be created in Microsoft Excel 2003 or later.

D. CONSULTANT's Project Manager and/or Project Engineer, as necessary, will attend a maximum of the number of meetings identified below during the course of design and bidding and award phases. These meetings will be held at the airport or SPONSOR Offices, as necessary, and include:

- (1) Kickoff Meeting / Pre-design Conference
- (1) 30% Design Review Meeting
- (1) 60% Design Review Meeting
- (1) 90% Design Review Meeting
- (1) Pre-bid Meeting
- (1) Bid Opening

E. All data collection efforts requiring CONSULTANT or its subconsultants' personnel to be within the safety area of the taxiways will be performed during daylight hours with the appropriate taxiways on a safety men working alert pull-back basis unless otherwise directed by the SPONSOR or FAA.



F. All as-built drawings necessary for the development of the base plans for the PROJECT will be compiled by the SPONSOR for incorporation and consideration by the CONSULTANT during the design. The SPONSOR will utilize the electronic design plans from the CONSULTANT as well as the project records from the RPR and contractor to generate the project as-builts.

G. The work shall be completed in accordance with the schedule provided during PROJECT initiation but will not be less than six (6) months from the date of the SPONSOR's Notice to Proceed to the CONSULTANT. Failure of the SPONSOR, FAA and/or FDOT or other agency to meet the deliverable dates for provision of review comments may be justification for obtaining schedule extensions.

H. CONSULTANT will transmit design stage review submissions to the SPONSOR and each submission shall be limited to 3 sets (1 set equals the construction plans for 30%, 60%, and contract documents, drawings, technical specifications, and the Engineer's Report for 90% and 100% plans). CONSULTANT will provide draft letters to the SPONSOR for SPONSOR's transmission of these submissions from the SPONSOR to FAA and FDOT. Drawings will be either blacklines on laser, inkjet, or thermal bond paper.

I. All permits required as a result of the PROJECT other than mentioned herein shall be obtained by either the SPONSOR or the successful contractor as appropriate prior to the beginning of the construction of the PROJECT.

J. In accordance with the preliminary cost estimates for the PROJECT, the total design and construction budget for the PROJECT is understood to be approximately **\$1,275,000** to include design and construction engineering. If at any time during the performance of these engineering services it is anticipated that this budget appears to be in jeopardy of being overrun (CONSULTANT will be monitoring project costs), the CONSULTANT will notify the SPONSOR immediately. The construction phase services and construction of the physical features of the project will be performed under a separate agreement, and separate grant application with the FAA.

K. A maximum of four (4) bid schedules are anticipated, two for each Taxiway Alpha design (offset alignment or straight alignment), and two for each light alternate (Quartz/Halogen or LED).

## **VII. SPONSOR'S RESPONSIBILITIES**

SPONSOR shall do the following in a timely manner so as not to delay the services of CONSULTANT:

A. Designate a person to act as SPONSOR's representative with respect to the services to be rendered under this TASK ORDER. Such person shall have complete authority to transmit instructions, receive information, interpret and define SPONSOR's policies and decisions with respect to the CONSULTANT's services for the PROJECT.

B. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

C. Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following:

1. the data prepared by or service of others, including without limitation borings, probings and subsurface explorations, laboratory tests and inspections of pavement samples, materials and equipment;

2. copy of pertinent utility information;

3. property, boundary, easement, right-of-way, topographic and utility surveys;
4. other pertinent documents.

D. Furnish to CONSULTANT, all results, reports, data, studies, generated by other consultants retained by the SPONSER in association with this project, and as specified under "Additional Services".

## EXHIBIT C

### PROFESSIONAL SERVICES COMPENSATION FOR

#### REHABILITATE TAXIWAY MITL SYSTEM (DESIGN)

#### LAKE WALES MUNICIPAL AIRPORT, LAKE WALES, FLORIDA

Invoicing shall be made monthly per each phase as they progress to completion on a percent complete basis. The lump sum fees are complete and inclusive of all labor, expenses, overhead, general and administrative costs of doing business, and profit.

#### HTA

Phase No.	Service Description	Compensation	Method
<b>I. Basic Services</b>			
11	A. Preliminary Design	\$ 9,380	Lump Sum
12	B. Final Design	\$59,920	Lump Sum
34	C. Bidding	\$ 8,720	Lump Sum
<b>SUB-TOTAL Basic Services</b>		<b>\$78,020</b>	
<b>II. Special Services</b>			
10	A. Project & Cost Administration	\$ 7,450	Lump Sum
13	B. Land Survey	\$ 4,680	Lump Sum
07	C. DBE Goal Update/Reporting	\$ 6,500	Lump Sum
48	D. FAA Grant Application	\$ 1,030	Lump Sum
<b>SUB-TOTAL Special Services</b>		<b>\$19,660</b>	
<b>GRAND TOTAL All Services</b>		<b>\$97,680</b>	

The CONSULTANT's charges for the fixed price lump sum services are all inclusive as the total of (1) Direct Salary Costs, (2) General and Administrative Overhead, (3) Direct Non-Salary Expenses and (4) Profit.

<b>Funding Share Level Cost Accounting</b>		
<b>FAA (95%)</b>	<b>FDOT (2.5%)</b>	<b>Local (2.5%)</b>
<b>\$92,796</b>	<b>\$2,422</b>	<b>\$2,422</b>

## EXHIBIT D

### ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS (TO BE BORNE AND IMPLEMENTED IN FY 2009)

Lake Wales Rehab MITLS - Design FY2008 Construction FY 2009					
Pay Item	Description	Estimated Qty	Unit	Unit Cost	Line Total
L-108-5.2a	1-1/C #8L-824C 5KV Cable in Duct	14787	LF	\$2.50	\$36,967.50
L-110-5.3	Trenching in Soil	29574	LF	\$1.00	\$29,574.00
L-108-5.5	#6 Counterpoise in Trench	14787	LF	\$2.50	\$36,967.50
L-108-5.6	Cablemarkers	30	EA	\$100.00	\$3,000.00
L-108-5.11	30" x 30" Electrical Hand Hole	31	EA	\$3,500.00	\$108,500.00
L-108-5.12	10' Ground Rods 3/4" DIA	30	EA	\$100.00	\$3,000.00
L-108-5.13	8' Ground Rods 5/8" DIA	375	EA	\$85.00	\$31,875.00
L-109-5.2	Install Vault Equipment	2	LS	\$15,000.00	\$30,000.00
L-110-5.2	2 Way 4" Concrete Encased Duct	1544	LF	\$65.00	\$100,360.00
L-110-5.4	2" PVC Duct in Soil	29574	LF	\$4.00	\$118,296.00
L-110-5.6	Ductmarkers	62	EA	\$150.00	\$9,300.00
L-858-5.1	L-858 Guidance Signs, 4 Module, 2 Sides	36	EA	\$6,500.00	\$234,000.00
L-861-5.4	10W LED L-861T MITL (Base Mounted)	298	EA	\$650.00	\$193,700.00
L-867-5.1	Junction Cans	12	EA	\$250.00	\$3,000.00
H-001-3.1	Mobilization	1	LS	\$140,781.00	\$140,781.00

<b>Sub-Total</b>	
<b>Construction</b>	<b>\$1,079,321.00</b>

**Estimated Design and Construction Engineering Including Full Time Resident  
Project Representative      \$194,277.78**

**Grand Total Project Cost (Design FY 2008 and Construction FY 2009)      \$1,273,598.78**

B	LAKE WALES MARSHAL AIRPORT LAKE WALES, FLORIDA CONTRACT #BLS & BEHN TANNAY INTL	<b>Hoyle Tanner</b>  <b>Associates, Inc.</b> 10000 US Highway 1 Suite 200 Lake Wales, FL 33853 Tel: (813) 938-7777 Fax: (813) 938-7777 Email: hta@hoyletanner.com	PROJECT NO.		48760		DATE	PROJECT	SHEET	NO.
			PROJECT NO.		48760					
PROJECT METRIC			SCALE: GRAPHIC	DATE	JAN 08	TO	DATE	NO.	DATE	NO.
PROJECT METRIC			SCALE: GRAPHIC	DATE	JAN 08	TO	DATE	NO.	DATE	NO.