

RESOLUTION 2009-10

A RESOLUTION OF THE CITY OF LAKE WALES, POLK COUNTY FLORIDA, AMENDING RESOLUTION 2008-15, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES PERTAINING TO THE CONSTRUCTION ENGINEERING 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:

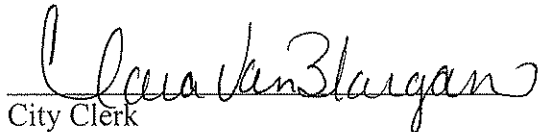
1. That Resolution 2009-10 amending 2008-15 to include the amount allocated for construction engineering is hereby approved.
2. That Judith H. Delmar, City Manager, is authorized to enter into, modify or terminate the agreement with the Florida Department of Transportation, unless specifically rescinded.

THIS RESOLUTION INTRODUCED AND PASSED by the City Commission of the City of Lake Wales, Florida at its regular meeting on September 9, 2009.



Mayor/Commissioner

ATTEST:



City Clerk

LAKE WALES MUNICIPAL AIRPORT
FAA AIP No. 3-12-0040-011-2009
FDOT FM No. TBD
HTA Project No. 855710

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

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

**FOR PROFESSIONAL SERVICES
PERTAINING TO THE CONSTRUCTION OF**

**REHABILITATE TAXIWAY MEDIUM INTENSITY LIGHTING SYSTEM (MITLs)
(CONSTRUCTION ENGINEERING ONLY)**

AT

LAKE WALES MUNICIPAL AIRPORT

This is a TASK ORDER entered into, effective this 9th day of September 2009, by and between the parties above described, WHEREAS, the SPONSOR and CONSULTANT 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 MEDIUM INTENSITY LIGHTING SYSTEM (MITLs)

hereinafter referred to as the PROJECT and,

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

EXHIBIT A – SCOPE OF SERVICES - CONSTRUCTION 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 B – 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

All hard-copy paper plans, documents, exhibits, 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 design, as-builts, and/or close-out reports, as applicable, and payment of compensation in full to the CONSULTANT. However, pursuant to the CONSULTANT's computer software, hardware, and information policy effective October 1, 1999, no electronic format (aka digital format) files or any other data shall become the property of the SPONSOR. CONSULTANT shall own and retain all rights to all electronic (digital) data. No electronic (digital) data shall be transmitted to the SPONSOR or to third parties at the SPONSOR's request, without special written permission from the CONSULTANT, and written disclaimer release received from the SPONSOR by the CONSULTANT.

ARTICLE VI. NOTICE TO PROCEED

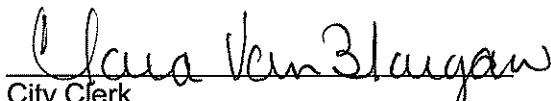
The SPONSOR and the CONSULTANT agree that the CONSULTANT is authorized to proceed with the services described herein upon receipt of a fully executed copy of the TASK ORDER.


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

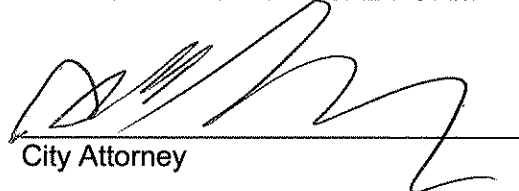

City Clerk


City Manager

APPROVED AS TO TECHNICAL
REQUIREMENTS


Public Works Director

APPROVED AS TO LEGAL FORM


City Attorney

HOYLE, TANNER & ASSOCIATES, INC.

ATTEST


Wilbur J. Mathurin, PE
Project Manager

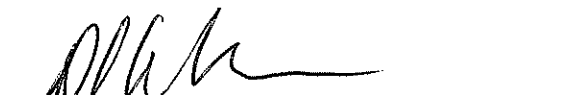

Douglas N. Norman
Vice President

EXHIBIT A
SCOPE OF SERVICES - CONSTRUCTION ENGINEERING (ONLY)

The following parties and documents 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); Amendment (This Task Order); RFI (Request For Information).

Construction Engineering Services for this project include Construction Administration, Project & Cost Administration, Control & Testing of Construction Materials, and Record Drawings phases.

I. PROJECT DESCRIPTION

The work can generally be described as below, hereinafter called the PROJECT, and will consist of the level of effort required for the actual physical construction of, and the construction engineering support services for:

A. REHABILITATE TAXIWAY MEDIUM INTENSITY LIGHTING SYSTEM (MITLs)

1. Remove or abandon in place existing taxiway system direct buried cables and counterpoise on Taxiways Alpha and Charlie.
2. Remove existing stake mounted lights and transformers, turning over to the airport all useable equipment as spares.
3. Construct new base can and conduit lighting circuits for Taxiways Alpha, Bravo and Charlie, with light emitting diode (LED) fixtures
4. Construct vault improvements according to construction plans and specifications.
5. Construct new L-858 signs as shown on plans.

II. PROJECT SERVICES

The PROJECT Services are divided into Basic Services, Special Services, and Additional Services. **Basic Services** are identified in **Section III**, and consists of only one phase:

- A. Construction Administration Phase

Special Services are identified in **Section IV**, and consist of five phases:

- B. Project & Cost Administration
C. Control & Testing of Materials
D. Record Drawings (includes FAA project close-out report)

Additional Services are identified in **Section V** and include services not specifically performed in this AMENDMENT. This may be due to the project scope, circumstances that may arise which are beyond the control of the CONSULTANT, the SPONSOR wishing to contract these services directly, in-house, or under a separate agreement with the CONSULTANT, or for any other reason.

III. BASIC SERVICES

The services to be rendered by the CONSULTANT included under this Article are defined as Basic Services in accordance with FAA AC 150/5100-14, latest version and change.

- A. **Construction Administration Phase** services to be rendered by the CONSULTANT

include:

1. Conduct one Pre-construction conference. The engineer will coordinate the time, date, and location of the preconstruction conference. The engineer will notify the owner, the FAA, the state, the consultant, the resident engineer, and other interested parties of the preconstruction conference and will invite their representatives to attend. The engineer will conduct the preconstruction conference in accordance with FAA AC 150/5300-9 *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects* to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.
2. General Administration - Consultation and advice to the SPONSOR during construction. The engineer will provide general consultation and advice to the owner during the construction phase of the project. The engineer will provide general coordination between the owner, the state, and the FAA during the construction phase of the project. The engineer will assist the owner with the preparation and issuance of change orders, recommend construction specification waivers, and advise the owner as to the consultant's performance. The engineer will review daily progress reports, monthly construction progress reports, wage survey records, and certified payrolls. The engineer will distribute copies of the monthly construction progress reports to the owner, the FAA, and the state. The engineer will communicate and coordinate with the contractor, Owner, FAA, and state on a regular basis throughout the construction phase of the project in the form of teleconferences, letters, memos, faxes, and email.
3. Preparation of field sketches required to resolve actual field conditions encountered.
4. Reviewing detailed construction, shop, materials certifications, and erection drawings submitted by contractor for compliance with design concepts. The engineer will review the shop drawings and materials submittals that are furnished by the contractor as required by the construction contract documents. The engineer will either fully approve, conditionally approve, or reject the shop drawings and materials. The engineer will return conditionally approved and rejected shop drawings and materials submittals to the contractor for changes or revisions prior to the use of the materials on the project. The engineer will review only one resubmission of a conditionally approved or rejected shop drawing or submittal. The engineer will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The engineer will distribute copies of the submittals and the updated submittal register to the owner and the contractor.
5. Reviewing and analyzing laboratory and field soils test reports, and delivery certificates for materials and equipment, as necessary and required by the PROJECT scope.
6. The following weekly project inspection duties will be performed under this phase for the duration of the construction project:
 - Be present 1 to 2 days per working week to observe the construction activities for

- conformance with the intent of the design and FAA/FDOT standards.
 - Measure, compute, and/or monitor quantities of work performed and quantities of materials in-place for partial and final payments to the contractor.
 - Review and approve requests for monthly and final payments to the contractor,
 - Coordinate the construction activity with the SPONSOR and attend construction meetings.
 - Review up-to-date record drawings completed by and received from the Contractor. Maintain a separate set of red-lines for consolidation with the Contractor's red-line annotations of the construction plans and for incorporation into the as-builts
7. Final review of contractor monthly pay applications, including any adjustments necessary, and preparation of the recommendation to pay (as appropriate) letter, with one or more copies of the certified approved version of the application.
 8. Preparation and negotiation of change orders and supplemental agreements, Requests for Information (RFI), or review and approval of field directive change orders.
 10. Supervisory Site Visits - The engineer will make supervisory visits to the construction site to observe the progress, safety, and quality of the construction. The engineer will coordinate the site visits with the owner and representatives of the contractor. The engineer's representatives will meet with the representatives of the owner and the contractor to discuss the project's progress and to identify areas of concern to facilitate the construction.
 11. Final Inspection - The engineer will conduct a site walk and final inspection of the project to confirm the completeness and quality of the construction. The engineer will coordinate the date and time of the final inspection via teleconferences, letters, faxes and email to the owner, the FAA, the state, the resident engineer, and the contractor. The engineer will prepare a summary report of the final inspection, including a punch list of work items that the consultant must accomplish to complete the project. The engineer will distribute the summary report to the owner, the FAA, the state, the resident engineer, and the consultant. Attendance at final inspection of the completed construction and preparation of a punch-list report on any deficiencies, corrective actions required, etc., as determined at said inspection.

NOTE: In the performance of construction phase services, the CONSULTANT shall not be responsible for the acts or omissions of any contractor, any subcontractor, or any of the contractor's or subcontractor's agents or employees, or any other persons (except his own employees and agents) on the PROJECT or otherwise performing any of the work of the PROJECT, including the contractors means, methods, or procedures of construction, or issue directions or be responsible for the safety procedures and programs in connection with the contractor's work.

IV. SPECIAL SERVICES

B. Project and 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 an engineering 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 close-out forms for FDOT or FAA, as requested by the SPONSOR. 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 D.O.T., 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.

C. Control and Testing of Construction Materials

The CONSULTANT will arrange for the work necessary to provide for the proper control and testing of construction materials. This work will include:

1. Asphalt plant inspection and materials reporting and supervision.
2. Review job mix formula for bituminous concrete to be furnished for the PROJECT.
3. Samples and necessary laboratory testing performed on aggregates, on site soils and excavation/embankment materials, base and sub-base mixed materials, as per the project design plans.
4. Field density tests to check the compaction of subgrades, fills, and base and subbase courses.
5. Nuclear backscatter density and moisture testing, and pill coring of completed bituminous concrete pavements for laboratory testing.
6. In-place density of bituminous concrete pavements by laboratory testing in accordance with FAA regulations and design/construction standards.
7. Field LBR or CBR samples for test with design requirements.
8. Slump and concrete cylinder tests for all P-610 and/or P-501 portland cement concrete used on the project, per the plans.

E. Record Drawings

Prepare record drawings based upon record information submitted by the contractor and RPR, and provide one set of hard-copy black-lines drawings on bond paper to the SPONSOR. An updated hard-copy paper black-line bond paper Airport Layout Plan will be delivered to the SPONSOR, FAA, and FDOT at this time as well.

V. ADDITIONAL SERVICES

The following services are not included as part of Basic or Special Services provided under this Amendment. CONSULTANT shall not provide any such Additional Services, unless specifically requested by the SPONSOR and compensated for separately from this Amendment. CONSULTANT shall not proceed with any Additional Services without written approval from the SPONSOR.

A. Design Phase Services: ANY/ALL Design Phase Services. More specifically, the following services are not to be performed by the CONSULTANT under this AGREEMENT

(having already been performed and compensated for in a previous AMENDMENT with the SPONSOR).

1. Preliminary or final design, or any special services required to perform preliminary or final design including but not limited to land survey, geo-technical explorations, design project cost administration, storm-water permitting design or fees, biological species site review, city development review process.
2. Wetland Permitting and Mitigation Services. No investigation will be conducted, no report will be provided to determine if a permit for mitigation will be required, and no actual mitigation will be addressed.
3. Any storm-water permitting services required by the introduction of additional impervious surfaces due to any change by the City 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 City or the permitting agencies after a majority (greater than 50%) of the drainage design work has been performed by CONSULTANT.
4. Any 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. Development of Regional Impacts (DRI), or Environmental Assessments (EA), or Environmental Impact Statements (EIS).
6. Ecological Services pertaining to the actual relocation of an endangered, threatened, or otherwise protected biological species determined to be impacted by the PROJECT.
7. Changes necessary to the Design Documents resulting from errors in work submitted by any Subconsultant (contracting either directly with the CONSULTANT or with the City) selected solely by the City. This includes, but is not limited to, land survey, geotechnical, architectural, electro-mechanical, HVAC, power electronics, environmental or others.

B. Bidding Phase Services. No bidding phase services are to be provided whatsoever under this Amendment, having been provided for under separate agreement with the SPONSOR.

C. Construction Phase Services including:

1. Services in connection with work directive changes and change orders to reflect changes requested by CITY or other agency other than the CONSULTANT, after the project has already been design-approved by the CITY and let for bids.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor(s); and services after the award of the construction contract(s) in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.

3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction (2) a significant amount of defective or neglected work of any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any contractor.
5. Evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the work.
6. Services resulting from the contractor's failure to complete his work in the number of days allowed in the contract between the CITY and the selected contractor.
7. Preparation of modifications to the PROJECT requested by the CITY and/or relative to Items 1 and 2 above that would necessitate changes to those permit(s) initially submitted and which would trigger the preparation of permit modifications as may be required for permitting agency(ies) compliance.

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

1. Disadvantaged Business Enterprise Program or Plan

No services will be provided for DBE plan or program. The City already has an FAA approved program on file, whose requirements will be a part of the contract documents. A DBE accomplishment report will be provided as part of the Record Drawings phase, anticipated to be provided under a separate construction CONSULTANT agreement during the FY09 funding cycle.

2. 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.

3. Biological Species Relocation or Wetland Mitigation During Construction

No professional services related to biological species relocation or wetland mitigation of any kind prior to or during construction activities will be performed, or are deemed necessary due to the nature and location of the PROJECT.

E. Other Services. Any other services whatsoever, not specifically compensated for under this Amendment, unless provision is made under a separate Amendment applicable to this specific PROJECT.

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 FAA standard format.

B. All construction drawings will be minimum 34" x 22" and will be created in AutoCAD 2006, and Civil Design 3.

C. Specifications, reports and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word, latest edition available to the CONSULTANT, while spreadsheets shall be created in Microsoft Excel.

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 the construction administration compensation phase. These meetings will be held at the airport or SPONSOR Offices and include (Quantity) and Type, as follows:

- (1) Pre-Construction Conference
- (1) Final Inspection
- (16) Periodic Inspections

E. All data collection efforts requiring CONSULTANT or its subconsultants' personnel to be within the safety area of runways or taxiways will be performed during daylight hours with the appropriate runway closed unless otherwise directed by the SPONSOR.

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 updated schedule provided during PROJECT initiation and project/cost administration compensation phase, but will not be less than four (4) months from the date of the SPONSOR's Notice to Proceed to the contractor, based on the anticipated 120 calendar day construction period.

H. 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.

I. In accordance with the preliminary cost estimates for the PROJECT, the total budget for the PROJECT including design and construction engineering services is understood to be approximately **\$318,897.98**. It is understood at this time that only CONSTRUCTION CONSULTANT PHASE services are covered under this Agreement, and that this budget figure includes design and construction engineering, as well as construction of the PROJECT. It is understood that design phase engineering services has already occurred and construction of the project may not occur until the federal fiscal funding cycle of FY2009. If at any time during the

performance of the construction CONSULTANT services it is estimated or 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.

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 Amendment. 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 SPONSOR in association with this project, and as specified under "Additional Services".

EXHIBIT B

**PROFESSIONAL SERVICES COMPENSATION
FOR**

REHABILITATE TAXIWAY MEDIUM INTENSITY LIGHTING SYSTEM (MITLs)

FAA AIP No. 3-12-0040-011-2009
FDOT FM No. TBD

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.

HTA Phase / Task No.	Service Description	Compensation*	Method
I. Basic Services			
36	A. Construction Administration	\$ 23,000	Lump Sum (+)
II. Special Services			
71	B. Cost/Project Administration	\$ 15,000	Lump Sum
28	C. Control & Testing of Materials	\$ 5,000	Lump Sum
31	D. Record Drawings	\$ 7,000	Lump Sum
GRAND TOTAL All Services		\$50,000	

Funding Share Level Breakdown

FAA (95% share)	FDOT #5 (2.5% share)	City (2.5% share)	TOTAL
\$47,500	\$ 1,250.00	\$1,250.00	\$50,000.00

(*) Services I.A., and II.B compensations are based on 120 calendar day construction period.

(+) The CONSULTANT's charges for the actual cost of providing Lump Sum services are computed as the total of (1) Salary Cost, (2) General and Administrative Overhead and Benefits, and (3) Direct Non-Salary Expenses and lump sum profit, all as defined in PROFESSIONAL SERVICES AGREEMENT between the SPONSOR and the CONSULTANT, based on current employee salaries at the time of execution of this Amendment.