

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LAKE WALES
AND
HOYLE, TANNER & ASSOCIATES, INC.**

**PERTAINING TO THE CONSTRUCTION ADMINISTRATION SERVICES FOR THE
EAST APRON REHABILITATION
AT THE
LAKE WALES MUNICIPAL AIRPORT**

ARTICLE I - SCOPE OF SERVICES

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

EAST APRON REHABILITATION

hereinafter referred to as the PROJECT and,

Whereas, the SPONSOR (City of Lake Wales) desires to engage the ENGINEER (Hoyle, Tanner & Associates, Inc.) to furnish professional engineering services as described in:

EXHIBIT A – SCOPE OF SERVICES

ARTICLE II - COMPENSATION

The SPONSOR agrees to pay for all engineering services requested by the SPONSOR and rendered by the ENGINEER 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 Agreement.

The engineering fees charged by the ENGINEER under this AGREEMENT and the payment of said charges, by the SPONSOR, shall constitute full compensation for all expenses incurred by the ENGINEER 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 ENGINEER's profit.

EXHIBIT C – COMPENSATION

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

ARTICLE III. TERMINATION

This AGREEMENT may be terminated (in full or in part) by the SPONSOR upon thirty (30) days written notice to the ENGINEER. Upon such termination, the SPONSOR shall pay the ENGINEER all charges

made for work done through the effective date of termination and the ENGINEER 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 ENGINEER 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 AGREEMENT by the ENGINEER, its officers, agents, employees, and subconsultants, the SPONSOR shall have the absolute right and option to terminate this AGREEMENT, and, in addition, may have and maintain any legal remedy against the ENGINEER for its loss and damages resulting from such breach of this AGREEMENT; provided, however, that as to all drawings, estimates, specifications, proposals, sketches, and calculations completed by the ENGINEER, of a satisfactory nature in accordance with this AGREEMENT, the ENGINEER 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 AGREEMENT and the various rates of compensation for ENGINEER's services provided for elsewhere in this AGREEMENT 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 ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER. All electronic data shall remain in full the intellectual property of the ENGINEER, 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. ENGINEER 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 ENGINEER, and written disclaimer release received from the SPONSOR by the ENGINEER.

ARTICLE VI. NOTICE TO PROCEED

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

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

APPROVED AS TO LEGAL FORM

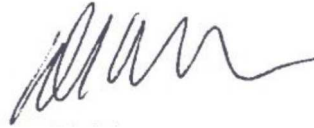
Public Works Director

City Attorney

HOYLE, TANNER & ASSOCIATES, INC.



Attest
Wilbur J. Mathurin, PE
Vice President



Douglas N. Norman
Sr. Vice President

EXHIBIT A
SCOPE OF SERVICES

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

Consulting Services for the project include comprehensive construction engineering phases as follows: construction administration, resident project representative (RPR), control and materials testing, and record drawings.

I. PROJECT DESCRIPTION

The work can generally be described as shown below, hereinafter called the PROJECT, and will consist of the level of effort required for the construction of:

EASTERN APRON REHABILITATION

Provide design services for the existing asphalt apron area adjacent to the existing fuel farm. The existing ramp consists mainly of asphalt that was placed in the over 20 years ago and is experiencing raveling, and cracking. The apron (12,627SY) condition is deteriorating and in need of rehabilitation and possibly reconstruction. The 2015 pavement report recommended a mill/overlay based on the PCI of 50 (POOR) condition. The pavement has continued to deteriorate over the past few years. The apron pavement is raveling which creates a FOD condition for aircraft using the apron. The project will investigate the rehabilitation vs. reconstruction efforts required after performing a geotechnical investigation. A full design effort will produce plans and specifications for the applicable construction method.

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 one (1) phase as follows:

- A Construction Administration

Special Services are identified in Section IV and are sub-divided into three (3) phases as follows:

- A. Resident Project Engineer
- B. Controls and Material Testing
- C. Record Drawings

Additional Services are identified in Section V, and include services not specifically performed in this AGREEMENT, due to circumstances that may arise and which are beyond the control of the ENGINEER, 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 **Construction Administration** (120 Calendar Day Construction)

- a. Prepare the FAA Construction Management Plan to identify the Quality Control methods

- that will be implemented by the Contractor and also the Quality Assurance methods that will be implemented by the Engineer. Testing procedures as well as frequency of testing will be identified. Review Contractor's Quality Control Plan for placement of a P-401 asphalt surface. Submit testing laboratory qualifications and certifications and qualifications of resident project representative and testing laboratory professional.
- b. Conduct Preconstruction Conference: Prepare for, attend and conduct one preconstruction conference with the contractor, CITY, FAA, FDOT and airport users to discuss in detail the requirements and responsibilities for items such as the contractor's responsibility for shop drawing submittal and safety, etc. ENGINEER will prepare the minutes of the preconstruction conference and distribute to the list of attendees.
 - c. Office Support: Provide office support during construction, i.e., set up files, prepare correspondence, prepare change orders, review daily construction reports, and review material test reports.
 - d. Process Shop Drawings: Receive shop drawings supplied by the contractor for determination of conformance with the design concept of the project and information given in the technical specifications. Determine the acceptability, subject to CITY and/or FDOT approval, of substitute materials and equipment proposed by the contractor and receive and review (for general content as required by the specifications) maintenance and operation instruction, schedules, guarantees, and certificates of inspection which are to be assembled by the contractor in accordance with the contract documents. Provide a copy of all approved submittals to CITY.
 - e. Site Visits: Site visits will be on a weekly basis by the ENGINEER during construction. Conduct weekly construction meetings with the construction personnel, the City representative and impacted tenants.
 - f. Interpret Plans: Issue necessary interpretations and clarifications of the contract documents. Review and prepare change orders as required and as may be initiated or recommended by the CITY, ENGINEER, or the contractor.
 - g. Review Pay Requests: Review the contractor's applications for payment and accompanying data and schedules. Based on on-site observations as a professional, experienced and qualified in construction observation, ENGINEER shall determine the amount owing to the contractor and recommend in writing, payments to the contractor in such amounts; such recommendations of payment will constitute a representation to the CITY based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents. ENGINEER will review requests for payment for materials stored and monthly submittals of releases of liens but will not be deemed to have represented that he has made examination to determine how or for what purposes the contractor has used the monies on account of the Contract Price, or that title to any of the contractor's work, materials or equipment has passed to the CITY free and clear of any lien, claims, security interests and encumbrances.
 - h. Perform Final Inspection and Prepare Summary Report of the completed PROJECT.
 - i. Review Contractor's Record Information: Review record information maintained by the contractor during the course of the construction project.

IV. SPECIAL SERVICES

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

A Resident Project Engineer

The ENGINEER will furnish full-time RPR services throughout the estimated 120 calendar day construction period for the PROJECT. The RPR will in general:

- a. Be present as necessary to observe the construction activities for conformance with the intent of the design and FAA/FDOT standards. The engineer will provide a qualified construction resident engineer to observe that the construction is carried out in reasonable conformity with the contract documents and in accordance with the customary practices of professional engineers.
- b. Measure, compute, and/or monitor quantities of work performed and quantities of materials in-place for partial and final payments to the contractor. The resident engineer will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the ENGINEER's work. The resident engineer will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the engineer for review. The resident engineer will prepare monthly construction summary reports of completed work that has been accepted and approved and will submit the reports to the engineer for review.
- c. Review and approve initial requests for monthly and final payments to the contractor, prior to forwarding to the ENGINEER for further review and approval.
- d. Coordinate the construction activity with the SPONSOR and attend construction meetings.
- e. 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-built record drawings by the ENGINEER.
- f. Advise ENGINEER of any construction problems, RFI's, and any necessary Change Order work, and make suggestions for resolution.
- g. Attend the pre-construction conference and final inspection.
- h. The resident engineer will be the engineer's primary contact with the contractor and their subcontractors during the course of construction. The resident engineer will be available to meet with the representatives of the owner, the FAA, the state, and other interested parties at the project location. The resident engineer will coordinate and supervise the engineer's subconsultants and personnel who are performing on-site testing, surveying, or other project related services.

- i. The resident engineer will monitor and coordinate the construction progress; will coordinate with the owner, the engineer, and the contractor; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the engineer if problems, disputes, or changes arise during the course of construction.
- j. Review and approve the Contractor's payroll and wage rates per federal standards, prior to forwarding to the ENGINEER for further review and approval. The resident engineer will conduct Federal wage rate surveys with the ENGINEER's personnel and their sub-contractor's personnel to ensure compliance with the U.S. Department of Labor regulations for federally funded construction projects. The resident engineer will submit the wage rate survey records to the engineer for review.
- k. The resident engineer will assist the contractor with construction surveying to identify the limits of work, to determine elevations and grades, to locate physical features discovered during the course of construction, and to calculate quantities of materials either removed or utilized on the project. The contractor's construction survey data will be incorporated into the record drawings at the completion of the project.

B. Control and Testing of Materials

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

- a. Obtain samples and have necessary laboratory testing performed on aggregates, on site soils and borrow materials.
- b. Conduct field density tests to check the compaction of subgrades, subbases, fills and base courses.
- c. Perform laboratory testing and reporting needed for asphalt surface courses.

C. Record Drawings

Prepare record drawings based upon record information submitted by the contractor and RPR and provide one set of blacklines of the computer-generated drawings to the SPONSOR. One compact disc containing the PROJECT's electronic data shall be delivered to the SPONSOR at this time as well. This phase includes preparing the close out documentation and bound report for submittal to the FAA, and FDOT.

V. ADDITIONAL SERVICES

When required by the SPONSOR in circumstances beyond ENGINEER's control, ENGINEER 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 AGREEMENT. ENGINEER shall not provide any such Additional Services without written approval from the SPONSOR.

A. Time extensions given to the contractor which would increase the overall calendar day contract.

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VI. BASIC ASSUMPTIONS

The following is a list of assumptions which forms the basis of ENGINEER'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. The construction time anticipated for this project is 120 calendar days plus 30-day punch list.
- B. 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.

VII. SPONSOR'S RESPONSIBILITIES

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

- A. Designate a person to act as SPONSOR's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define SPONSOR's policies and decisions with respect to the ENGINEER's services for the PROJECT.
- B. Assist ENGINEER by placing at ENGINEER'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 ENGINEER, as required for performance of ENGINEER'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 ENGINEER, all results, reports, data, studies, generated by other ENGINEERs retained by the SPONSER in association with this project, and as specified under "Additional Services".

EXHIBIT C

PROFESSIONAL SERVICES COMPENSATION FOR EAST APRON REHABILITATION 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.

Service Description	Fee	Method
I. Basic Services		
A. Construction Administration	\$ 41,000	Lump Sum
II. Special Services		
A. Resident Project Engineer	\$103,600*	Hourly + Mileage + Per Diem
B. Control and Material Testing	\$ 12,000	Actual Cost + FF
C. Record Drawings	\$ 5,000	Lump Sum
Grand Total Fee	\$ 161,600	
Total AIP Participation (100%)	\$ 161,600	

The ENGINEER'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.

*Hourly and Reimbursable