Florida Department of Transportation

RICK SCOTT
GOVERNOR

133 S. Semoran Blvd.
Orlando, FL 32807

ANANTH PRASAD, P.E.
SECRETARY

January 31, 2014

Mr. Leo Treggi MAS, MBA
Airport Manager
Leesburg International Airport
501 West Meadow Street
Leesburg Florida 34749

Subject: Supplemental Joint Participation Agreement No. 1
Leesburg International Airport
FM No.: 434306 1 94 02
Contract No.: AR826
Description: Realign Taxiway "A" Construction

Dear Mr. Treggi:

Enclosed are four Supplemental Joint Participation Agreement documents for your adoption and signature. Please authorize and seal the signature page for each document by original signature. Please return all four adopted Supplemental Joint Participation Agreements along with two certified copies of the Resolution adopting the agreements to the address below. When the Supplemental Joint Participation Agreements are fully authorized by all parties, one original document will be returned to you. **Please note that any costs incurred prior to the Department executing the Supplemental Joint Participation Agreement will not be eligible for reimbursement**.

Please return all documents to:

Ms. Holly Lopenski
Florida Department of Transportation
Special Projects Section, **MS 4-548 ** Updated ****
719 South Woodland Blvd.
Deland, FL 32720

Documents mailed back to our office in Orlando will result in a delay in executing the grants.

**** PLEASE TAKE NOTE **:**
Please take note of the Attachment "A" with regards to the revised budget and Exhibit "A" with regards to the addition of the Scope of Services. Invoicing and payments will be made based on the Method of Compensation and deliverables defined in Exhibit "A" and the Scope of Services. Also, please provide this office with an executed Task Order/Amendment/Contract for this work if not already provided. Please call me with any questions or concerns.

Sincerely,

Jim Wikstrom, Supervisor
Aviation and Seaport Programs

JW/jw
Enclosures (4)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 1

Financial Project No.: 43430619402 (item-segment-phase-sequence)	Fund: DPTO	FLAIR Category: 088719
	Function: 637	Object Code: 790007
	Federal No.: N/A	Org. Code: 55052000531
Contract No.: AR826	DUNS No.: 80-939-7102	Vendor No.: F596000362006
Catalog of Federal Domestic Assistance Number: N/A	Catalog of State Financial Assistance Number: N/A	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Leesburg 501 West Meadow St., P.O. Box 490630, Leesburg, Florida 34749 hereinafter referred to as Agency.

W I T N E S S E T H :

WHEREAS, the Department and the Agency heretofore on the 5th day of November ,2013, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of $194,831.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended
To Realign Taxiway "K" Design and Taxiway "A" and "K" Construction as More Particularly Described in Attachment "A" Scope of Services at Leesburg International Airport

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by $143,376.00 bringing the revised total cost of the project to $1,745,979.00.

Paragraph 4.00 of said Agreement is increased by $114,701.00 bringing the Department's revised total cost of the project to $194,831.00.

3.00 Amended Exhibits:

Exhibit(s) "A" and "B" of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement N/A.

5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 43430619402

Contract No. AR826

Agreement Date

Except as hereby modified, amended or changed, all other terms of said Agreement dated November 5th ,2013 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

City of Leesburg
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

Frank J. O'Dea, P.E.
DEPARTMENT OF TRANSPORTATION

Director of Transportation Development
TITLE

Financial Project No. 434306 1 94 02
Contract No. AR826
Agreement Date _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Leesburg
501 West Meadow St., P.O. Box 490630, Leesburg, Florida 34749
dated _____ .

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):
Adds Additional Scope And Funds For The Design And Construction Of Taxiway "K" Realignment At 80% Department And 20% Agency. Updates Exhibit "A", Project Description And Responsibilities. No Other Changes.

I	Project Cost:		As Approved	As Amended	Net Change
			$ 1,602,603	$ 1,745,979	$143,376
	Total Project Cost:		**$1,602,603**	**$1,745,979**	**$143,376**
II	Fund Participation				
	Department:	5.0%	$80,130	$80,130	$ 0
	Agency:	5.0%	$80,130	$80,130	$ 0
	FAA	90.0%	$1,442,343	$1,442,343	$ 0
	Department:	80.0%	$ 0	$114,701	$114,701
	Agency:	20.0%	$ 0	$28,675	$28,675
	Other:	_____	$ 0	$ 0	$ 0
	Total Project Cost:		**$1,602,603**	**$1,745,979**	**$143,376**

Comments: _____

FINANCIAL PROJECT NO. 434306 1 94 02

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Leesburg
501 West Meadow Street, , Leesburg, Florida 34749
referenced by the above Financial Project Number.

PROJECT LOCATION: Leesburg International Airport
501 West Meadow Street
P.O. Box 490630
Leesburg, Florida 34749

PROJECT DESCRIPTION: Realign Taxiway "K" Design and Taxiway "A" and "K" Construction Per Attachment "A" Scope of Services

SPECIAL CONSIDERATIONS BY AGENCY:

1) The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

1) Joint Participation Agreement Paragraph 22.00, "Vendors Rights"; Add to end of the 1st Paragraph, "As allowed herein, the parties hereby agree to establish the time for the Department to inspect and approve the goods and services from five (5) working days to up to twenty (20) working days after receipt of an invoice".

2) Method of Compensation:

For the satisfactory performance of the services and deliverables detailed in the Scope of Services, the AGENCY shall be paid up to a maximum amount of $194,831 for actual costs incurred. The AGENCY may receive progress payments for the actual costs of deliverables based on the Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation and proper submission of a detailed invoice, and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing. All costs charged to the Project shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

Task Order No. 10
ATTACHMENT A
SCOPE OF SERVICES
Leesburg International Airport
Realign Taxiway "A"
Design Updates and Construction Phase Services

PROJECT BACKGROUND AND DESCRIPTION

This Task Order will provide professional engineering design updates, and construction services as described below.

PART 1 - BASIC SERVICES - CONSTRUCTION

Construction Phase Services

1. General Contract Administration

   Level of Service:

   Provide up to six (6) monthly project status reports to and up to two (2) FAA quarterly reports.

   Deliverables:

   Monthly status reports and FAA quarterly reports.

2. Pre-Construction Meeting

   Level of Service:

   Attend one (1) pre-construction conference, discuss project specifics, answer contractor questions, review construction safety and phasing plan, review administrative and reporting procedures, and establish start date for construction. Prepare meeting agenda, sign-in sheet and meeting notes.

   Deliverables:

   Meeting agenda, sign-in sheet and notes distributed to meeting attendees.

3. Contractor Submittals

   Level of Service:

   Review contractor submittals for general conformance with the design concept. Each submittal will be reviewed initially. One subsequent review of a corrected or alternate submittal or required by non-conformance by the Contractor is included. Any further reviews for the same material or component shall be additional services. Prepare and maintain submittal log.

   Deliverables:

   Returned submittals with action indicated stamp and submittal log.

4. Coordinate Q/A Testing Program

   Level of Service:

Prepare the scope of work for the Q/A testing in accordance with the project specifications. Coordinate the testing program with the testing firm, contractor and resident project representative (RPR). Review tests result and RPR field notes for compliance with the project specifications. All work is to be performed by the Project Engineer or his/her designated team member. Prepare and maintain a test logs.

Deliverables:
Q/A scope of work, results of tests reviews and test logs.

5. Contractor Request for Information (RFI)
   Level of Service:
   Review contractor requests for information and provide clarification of design intent. Prepare and maintain an RFI log.

   Deliverables:
   Returned RFI's and submittal log.

6. Evaluate Contractor Pay Requests
   Level of Service:
   Review up to six (6) Contractor pay requests based on RPR reports, test results and periodic on-site observation and recommend payment, including adjustments in accordance with the contract documents.

   Deliverables:
   Copies of approved pay requests along with backup information as applicable.

7. Project Engineer Site Visits
   Level of Service:
   The Project Engineer will make one site visit per month for up to six months to observe construction progress, general character and quality of the work.

   Deliverables:
   Provide memorandum of observations for each site visit.

8. Change Orders
   Level of Service:
   Prepare up to two (2) change orders as applicable to address changes in work and/or unforeseen field conditions. The work includes preparation of narrative justifications, forms, spreadsheets and minor revisions to existing drawings. In addition, the work includes negotiation of contractor costs and fees.

   Deliverables:
   Copies of change order packages and applicable backup items.

   Deliverables:
   Attendance at the site visits, copies of the punch list report, certification forms and closeout book.

PART 2 – OTHER SERVICES

1. Design Updates

Level of Service:
The existing construction plans and project specifications will be updated to incorporate the following:

- *FAA guidelines as specified in new 150/5300-13A Advisory Circular for airport designs.*
- *Updates to reflect the as-built construction of the Mitigated Wetland Removal project.*
- *Incorporation of the Airfield Signage and Airfield Lighting project design elements.*

Deliverables:
Updated construction plans and specifications.

2. Construction Safety Phasing Plan (CSPP)
Level of Service:
   - *Prepare the stand alone CSPP document along with CAD phasing plan exhibits in accordance with FAA Advisory Circular 150/5370-2F.*
   - *Attend up to two (2) meetings with ATCT Tower Chief to review the CSPP, and to update the plan to reflect any potential safety conflicts identified. Change documents and phasing to reflect the meeting outcomes.*
   - *Electronically submit the CSPP to FAA via their OE/AAA (Obstruction Evaluation/Airport Airspace Analysis) web site and revise the CSPP document by incorporating FAA review comments.*

   Deliverables:
   One electronic version (PDF format) of the CSPP document and one hard copy delivered to the Airport, FAA and FDOT. Copies of FAA review comments.

3. Provide Grant Application Assistance
Level of Service:
Preparation of FAA pre-application and FAA application after receipt of construction bids. In addition, provide assistance in the preparation of FDOT JPA. The grant application package shall be prepared in accordance with FAA guidelines.

   Deliverables:
   Hard copy originals and electronic version in PDF format of the FAA and FDOT grant assistance packages.

4. Construction Management Program Manuals
Level of Service
The manual summarizes project responsibilities, reporting and testing requirements. It supplements, but does not supersede, the Project Plans and Specifications. It does not relieve the Contractor of responsibility for a Quality Control Plan.

   Deliverables:
   Prepare up to six (6) sets of Construction Management Program Manual.

5. Conformed Contract Documents
Level of Service:
The project manual, specifications and construction plans as prepared for bidding will be updated "conformed" to include the following items from the bidding phase; pre-bid meeting

notes, pre-construction meeting notes, fully executed contract, bidding addendums, bidder submittal items and construction plans sheets for distribution to the Airport, FAA, FDOT, Contractor and Engineer.

Deliverables:
Prepare up to six (6) sets of conformed contract documents, specifications and construction plans.

6. Record Drawings
   Level of Service:
   Coordinate the collection of project as-built information from the contractor. The as-built information shall be reviewed by the Project Engineer for conformance with the contract documents,. specifications and construction plans. A record set of construction drawings shall be prepared and signed and sealed by the Project Engineer.

   Deliverables:
   Three (3) sets of record drawings submitted to the City of Leesburg, FAA and FDOT.

7. Project Closeout
   Level of Service:
   Conduct one (1) site visit for substantial completion by the civil project engineer, electrical engineer and project coordinator. Prepare a punch list of items to be corrected prior to the final acceptance.

   Conduct one (1) site visit for final acceptance by the project coordinator to review contractor's compliance and corrections of the substantial completion punch list items.

   Deliverables:
   Prepare and execute the FDOT 1) Certification of Compliance and 2) Project Completion, Agency Certification forms which state the project has been designed and constructed in accordance with the project contract documents.

   Prepare a project closeout book summarizing compliance with FAA and FDOT construction standards, except approved modifications. Summarize project costs and changes.

PART 3 – INSPECTION SERVICES

1. Resident Project Representative (RPR)
   Level of Service:
   Provide full time RPR services during construction. THE RPR schedule is based on a six (6) month construction schedule allowing 1 week of preparation prior to construction and 1 week after construction for closeout activities as shown in the table below.

   Deliverables:
   Summary of RPR reports. Copies of daily reports and notes from project meetings will be kept on file for three years.

2. Quality Assurance Testing
   Level of Service:
   Provide Q/A testing services in accordance with the project specifications.

Deliverables:
Copies of test results signed and sealed by a professional engineer.

COMPENSATION
Compensation to complete the work as described above, is summarized below and detailed in the attached Exhibit B –Fee Summary Spreadsheet.

Service Description	Fee Type	Amount
Basic Services – Construction Phase	Lump Sum	$47,180
Basic Services – Direct Costs	Lump Sum	$1,651
Basic Services – Engineer Travel	Not to Exceed	$906
Other Services	Lump Sum	$55,640
Inspection Services - RPR and Q/C Testing	Cost Plus Fixed Fee	$166,320
Inspection Services - Direct Costs	Not to Exceed	$8,269
TOTAL FEE		**$279,966**

The total fee for the services as described in the Scope of Work above is Two Hundred Seventy Nine Thousand, Nine Hundred Sixty Six Dollars ($279,966). Monthly billing for lumps sum items will be based on percentage of the work complete. Monthly billings for Not-to-Exceed services will be based on actual costs.

Task Order No. 10, Amendment No. 1
ATTACHMENT A
SCOPE OF SERVICES
Leesburg International Airport
Realign Taxiway "K"
Design Services

PROJECT BACKGROUND AND DESCRIPTION

On 09/12/13, the City of Leesburg accepted an FAA Grant to fund design updates and construction to realign a portion of Taxiway "A" between Taxiway "C" Taxiway "B". On November 12, 2013 the City of Leesburg approved Task Order 10 with Hanson Professional Services Inc. to provide professional engineering design updates and construction services.

Since December 2013, the Airport has been working to seek funding to include additional work to re-align a portion of Taxiway "K". On January 8, 2014, the Airport received acknowledgment that FDOT would fund the additional work.

As a result, this task order amendment has been prepared to include the design of Taxiway "K" into the construction plans for Taxiway "A".

Design work is anticipated to be completed by March 2014. FAA review and approval of the design and CSPP are anticipated to be completed in April 2014. Construction is then scheduled to begin in April-May 2014.

Taxiway "K" design and construction work is not FAA eligible. These costs will be tracked separately and not charged against the grant.

This Task Order will provide professional engineering design services as described below.

BASIC SERVICES – DESIGN

1. Design

   Level of Service:
   Hanson shall design and prepare construction plans and associated construction safety phasing sheets for the geometric layouts, drainage facilities, pavement sections and electrical layouts for the new re-aligned Taxiway "K" between Runway 13-31 and Taxiway "A". The design, and construction plans shall be prepared under the direction of the Project Civil and Electrical Engineers.

   In addition, Hanson will coordinate with the Airport and Contractor on the preparation of a change order to add the Taxiway "K" work.

   Deliverables:
   Construction plan sheets showing the re-alignment of TW "K" between Runway 13-31 and TW "A"and a change order document for the contractor to add theTaxiway "K" work. Hanson will submit up to five (5) sets of 11x17 preliminary construction plans sheets along with an electronic PDF version.

COMPENSATION

Compensation to complete the work as described above, is summarized below and detailed in the attached Exhibit B –Fee Summary Spreadsheet.

The total fee for the services as described in the Scope of Work above is a Lump Sum Fee of Fourteen Thousand, Nine Hundred and Fifty Dollars ($14,950.00). Monthly billing for lump sum items will be based on percentage of the work complete.

SCOPE OF SERVICES FOR

LEESBURG INTERNATIONAL AIRPORT
REALIGN TAXIWAY "A"
REALIGN TAXIWAY "K"
CONSTRUCTION

FDOT ITEM NO. 434306-1-94-02

PROJECT DESCRIPTION: This project continues the re-alignment of Taxiway "A" begun under prior projects to provide a standard runway to taxiway separation. This scope also includes the realignment of that portion of Taxiway "K" between Taxiway "A" and Runway 13-31. Taxiway "K" is not within standards due to its separation from Runway 3-21 and it was identified as a future project on the ALP update. The work being done on Taxiway "A" would cross this portion of Taxiway "K", and for cost savings, it would be appropriate to realign this portion of Taxiway "K" at this time. This Scope of Services includes the construction of the Taxiway "A" Realignment and that portion of Taxiway "K" as described above. The construction will be performed by C.W. Roberts.

PROJECT JUSTIFICATION: Standard separations will enhance safety particularly during low visibility operations. Re-alignment should also minimize pilot ground operation deviations.

Contractor scope of services include:

1. Furnishing all materials, labor, incidentals, and supplies required to construct the project at Leesburg International Airport and deliver the same to the Owner, ready for use.

2. Providing performance and payment bonds; surveying services to lay out and control the work; Contractor Quality Control testing; all work required to maintain traffic and meet the construction safety requirements; final clean-up and restoration, surveying services for record ("As-Built") drawings, and all paperwork that is required from the Contractor.

These Services are fully defined in the Contract Documents, which include all documents bound together in the "Contract Documents and Specifications" book, the Drawings, the Addenda, and the Proposal submitted by C.W. Roberts.

Payment to the Contractor will be based on actual constructed quantities at the contract unit prices, along with any authorized changes. The cost for the Taxiway "A" Realignment, based on the bids received, is **$1,322,637.** The cost for the Taxiway "K" Realignment, based on the Contractor's proposal and approved Change Order #1, is **$128,426** for a total construction cost of **$1,451,062.**

Contractor Payment Deliverables / Milestones: Payment will be made on a monthly basis, based on Periodic Pay Requests listing all work in-place as of the cut-off date (generally the last day of the month,). The Pay Requests will be reviewed by the RPR and the Engineer, who will make any required adjustments and deliver the pay request to the Owner with recommendation for payment. All work must be in place; there is no provision for payment for materials delivered to site.

Upon completion of the work, execution of the final change order, and submittal of all required project completion documents, the final (100%) payment will be made.