STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 1

Financial Project No.: 41846019401 (item-segment-phase-sequence)	Fund: DPTO	FLAIR Category: 088719
	Function: 637	Object Code: 790007
	Federal No.: N/A	Org. Code: 55052000531
Contract No.: AQ466	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 17th day of November ,2010, 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 $15,851.00.

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 Include Construction of the Wetland Removal and Purchase of Mitigation Credits as More Particularly Described in the Attachment "A", Scope of Services

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by $564,522.00 bringing the revised total cost of the project to $ 634,064.00.

Paragraph 4.00 of said Agreement is increased by $14,113.00 bringing the Department's revised total cost of the project to $ 15,851.00.

3.00 Amended Exhibits:

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

4.00 Contract Time:

Paragraph 18.00 of said Agreement June 1st ,2012.

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. 41846019401

Contract No. AQ466

Agreement Date _____ , _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated November 17th 2010 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

DEPARTMENT OF TRANSPORTATION

Director of Transportation Operations
TITLE

Financial Project No. 41846019401

Contract No. AQ466

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):

Add funds and scope for the Wetland Removal and the purchase of Mitigation Credits for the Taxiway "A" Relocation. Changed the expiration date to June 1, 2012 to complete the construction.

I.	Project Cost:	As Approved	As Amended	Net
		$69,542.00	$634,064.00	$564,522.00
	Total Project Cost	$69,542.00	$634,064.00	$564,522.00

II.	Fund	As Approved	As Amended	Net
	Department:	$1,738.00	$15,851.00	$14,113.00
	Agency:	$1,739.00	$15,852.00	$14,113.00
	FAA	$66,065.00	$602,361.00	$536,296.00
	Total Project Cost	$69,542.00	$634,064.00	$564,522.00

Comments:

ATTACHMENT A
SCOPE OF SERVICES
Leesburg International Airport
for
Mitigated Wetland Removal Phase

FDOT FM #418460-1-94-01

Project Description
This project provides the purchase of the mitigation credits, engineering bidding and construction services, and construction, associated with the removal of the wetland that has been mitigated as part of the Taxiway "A" Realignment project. The project includes the clearing, filling and grading of an existing wetland that is impacted by the construction of the Taxiway "A" Realignment project. This project includes only the removal of the wetland and does not include the construction of the new aligned Taxiway "A".

Project Justification
The previous work completed the permitting and mitigation for the wetland area necessary for the realignment of Taxiway "A". Purchasing the mitigation credits and obtaining the required permits along with filling in the wetland is the next step in the realignment of Taxiway "A".

Tasks
Hanson Professional Services Inc. scope of work includes engineering bidding and construction services. The construction Contractor will be determined when the contract is bid and awarded. The total fee for engineering bidding and construction services, and construction, is a not to exceed value of $364,322.00.

The purchase of the mitigation credits will be required. The cost of these credits is $200,200.

Deliverables:

1) *A copy of the St. John's River Water Management District (SJRWMD) and Army Corp of Engineer's permits specifying the required amount of wetland mitigation credits to be purchased*
2) *A copy of the executed Mitigation Credit Purchase Agreement between the mitigation bank (Hammock Lake Mitigation Bank, LLC) and the Airport (City of Leesburg)*
3) *Copies of letters from the mitigation bank and SJRWMD confirming the mitigation credits have been transferred to the Airport (City of Leesburg)*

Hanson Professional Services, Inc. tasks include the following.

Bidding Phase Services

1. Prepare bid documents.

   Level of Service:

   Assist owner in preparing bid documents in electronic formats. Includes creating PDF files of the Contract Documents and Project Specifications and the Construction Plans. *The electronic files shall be coordinated directly with the City of Leesburg Purchasing Department.*

   Deliverables:

   Electronic versions (PDF format) of the construction plans and project specifications.

2. Pre-bid conference.

   Level of Service:

   Prepare and attend a pre-bid meeting with Airport, Tenants, Tower, FAA and FDOT staff. The meeting notes and sign-in sheet will be electronically distributed to attendees.

   Deliverables:

   Meeting Sign-In Sheet, Agenda and Notes.

3. Addenda packages and clarification letters.

   Level of Service:

   Up to two (2) addenda packages and clarification letters shall be submitted under the direction of the Project Engineer.

   Deliverables:

   Responses to bidder questions and revisions to applicable construction plans and specifications shall be coordinated with the City of Leesburg Purchasing Department.

4. Attend bid opening.

   Level of Service:

   The bid opening shall be attended by the Project Engineer or a designated project team member.

   Deliverables:

   This task has no deliverable.

5. Tabulation of bids.

   Level of Service:

   A tabulation of bids shall be prepared under the direction of the Project Engineer in a spreadsheet format. The Project Engineer shall certify the bid tabs.

   Deliverables:

   An electronic version (xls and pdf) of the tabulation of bids.

6. Recommendation of award letter.

   Level of Service:

   The tabulation of bids and bidder submittal items will be reviewed. The recommendation of award letter will comment on the responsiveness and regularity of the bidders' submittal items.

   Deliverables:

   A recommendation of award letter will be submitted to the County.

Construction Phase Services

1. General Contract Administration

   Level of Service:

   Provide up to three (3) monthly project status reports and up to one (1) FAA quarterly report.

   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 operational safety 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 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 nine 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.

Additional Services

1. 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.

2. Resident Project Representative (RPR)

   Level of Service:

   Provide full time RPR services during construction. THE RPR schedule is based on a three (3) 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.

Description	***Total Hours***
1 week preparation time prior to construction	*40*
12 weeks RPR time during construction at 50 hours per week	*600*
1 week after construction for closeout activities	*40*
Total Hours	***680***

3. 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.

4. Record Drawings

   Level of Service:

   Coordinate the collection of project as-built information from the contractor. The as-built information shall be consistent with the requirements of FAA Advisory Circular 150/5300-18B signed and sealed by a Professional Surveyor and Mapper.

   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:

   Six (6) sets of record drawings.

5. Project Closeout

   Level of Service:

   Conduct one (1) site visit for substantial completion. Prepare a punch list of items to be corrected prior to the final acceptance. Conduct one (1) site visit for final acceptance to review contractor's compliance and corrections of the substantial completion punch list items.

Execute the FDOT form certifying the project has been done in accordance with FDOT standards, except approved modifications.

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

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

CONTRACTOR TASKS: The Contractor will be determined when the contract is awarded. The Contractor's scope of services includes the clearing, grubbing, filling and grading of the mitigated wetland to the limit of the available funds in this grant. The contractor's scope of services includes:

Level of Service:
Furnishing all materials, labor, incidentals, and supplies required to construct the project and deliver the same to the Owner, ready for use.

Providing performance and payment bonds; all work required to maintain traffic and meet the construction safety requirements; final clean-up and restoration, 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, the Drawings, the Addenda, and the Proposal submitted by Contractor.

Payment to Contractor will be based on actual constructed quantities at the contract unit prices, along with any authorized changes.

Deliverables:
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,) less 10% retainage. 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 the 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.