CITY OF AVON PARK

Highlands County, Florida
110 East Main Street
Avon Park, Florida 33825

February 18, 2015

Avon Park City Council
110 East Main Street
Avon Park, Florida 33825

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday, February 23, 2014, at 6:00 p.m., in the City Council Chambers located at 123 East Pine Street, Avon Park, Florida. If you are unable to attend, please contact me at 452-4403.

Sincerely,

Julian Deleon
City Manager

CITY OF AVON PARK
Highlands County, Florida

CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St., Avon Park, FL
February 23, 2014 6:00 PM

A. OPENING

1. Invocation
2. Pledge of Allegiance
3. Roll Call

B. CITIZENS/OUTSIDE AGENCIES

C. CONSENT AGENDA:

4. Approve Regular Minutes, February 9th 2015
5. Approve Main St. closure for Blueberry Festival – 4/25/15, 10-am- 4pm

D. COMMITTEE REPORTS/ ATTY UPDATES/ ANNOUNCEMENTS/ PRESENTATIONS:

5. Recommended ranking of 2015 Transportation Alternatives Program

E. ADMINISTRATIVE:

6. Brickell Building RFP

7. Statement of Completion Airport Ramp - authority for Mayor to sign

8. Transportation Planning Organization interlocal with FDOT

9. Budget Adjustments
   - $300,000 for cleanup of Airport contamination
   - $200,000 for purchase of sanitation loader

10. Airport grant application for Runway 5-23 and Taxi Way

11. Senior Activities Center/ request for termite eradication costs

12. Airport: contamination update: City Attorney

G. CITIZENS PARTICIPATION

H. ADJOURN

Any person who might wish to appeal any decision made by the City Council of the City of Avon Park, Highlands County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the City Manager prior to the meeting.

C-4

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
February 9, 2015

Members Present: Mayor Sharon Schuler, Deputy Mayor Brenda Giles, Councilman Parke Sutherland Councilman Terry Heston, Councilman Garrett Anderson.
Members absent: None

Others Present: City Manager Julian Deleon, and Code Enforcement Office Jason Lister, Attorney Gerald T. Buhr, Members of Press and Audience.

Mayor Sharon Schuler called the meeting to order at 6:00 P.M. The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present

Cornerstone Christian Academy presented the Mayor, on behalf of the City, a New American Flag...

CONSENT AGENDA: City Manager, Julian Deleon, noted the items on the consent agenda.
Approve Regular Meeting Minutes of 1/26/2015
Approve Special Meeting Minutes of 2/2/2015
Employment Contact Amendments: Jason Lister and Maria Sutherland.
Motion made by Deputy Mayor Brenda Giles, Seconded by Councilman Terry Heston, Motion passed 3 to 2 with Councilman Garrett Anderson voting no, and Councilman Parke Sutherland abstaining.

ABATE CONTRACT.
Motion made by Councilman Terry Heston, Seconded by Councilman Parke Sutherland to approve contract for one year with Abate. Motion passed unanimously.

Approve to purchase "used" equipment. City Manager explained to the Council that after this was placed on the agenda, they found they could purchase a new piece of equipment through the Sheriff Association State contract for less money and a 5 year warranty. He explained that he had explained to the staff that the equipment is not air conditioned and they said they would rather have new with a 5 year warranty than used.
Motion made by Council Parke Sutherland, Seconded by Councilman Terry Heston to approve purchase of the new equipment, price not to exceed $49,959.84. Motion passed unanimously.

101 W Main Street. Request for lien waiver/forgiveness (via Telephone). It was explained that Helen and Jay Enigbonjaye had purched the tax deed and wanted the Council to waive the liens that were on the property. The City Manager Julian Deleon made a conference call to the Enigbonjaye's and the council addressed the issue. Mayor Sharon Schuler stated that she felt the Code Enforcement worked hard and she felt that the liens should not be forgiven completely. The Council agreed that the City should have the building evaluated to see if it could be brought up to code before they considered any reduction of liens. Mayor Schuler felt that when someone bought a tax deed they were well aware of the liens against the property. A motion was not made.

STAFF COMMENTS; City Manager Julian Deleon addressed the Council regarding vacant Property located Down Town. Bob Reisig had asked that the Council be addressed regarding opening a car lot with the mechanic housed on the other parcel with has a metal building.
Jennifer Codo-Salisbury, with Central Florida Regional Planning addressed the Council, before going back to the Zoning Board. It was discussed at length the problem with changing the zoning on Main Street. Jennifer Codo-Salisbury suggested that they look into conditional use permits on Main Street. She suggested they go through a work shop with Planning and Zoning to get a permit on conditional use on Main Street. This would probably be a May Target Date.

Event request of City Services and Road Closure of ST RD 64 Permit: Reginald Knighten addressed the Council regarding a 5K run for peace. This will be in Tribute to Dwayne Council from Avon Park. The run would be on Feb. 28, 2015. It would need two road blocks including St Rd 64.
Motion made by Councilman Parke Sutherland, Seconded by Deputy Mayor Giles, to approve the 5K run. Motion passed unanimously.

Second Reading of Ordinance 13-15. Annex 2840 Marten Road.
City Attorney Gerald Buhr read the title of the Ordinance 13-15 into the record.
Mayor Sharon Schuler opened the Public Hearing. Seeing no hands, Mayor Schuler closed the Public Hearing.
Motion made by Councilman Terry Heston, Seconded by Councilman Parke Sutherland, to approve 2nd reading of Ordinance 13-15. Motion passed unanimously.

Second Reading of Ordinance 11-15 Future Land use update to City Medium Density for Parcel C12342805000000010 18 Acres.
City Attorney Gerald Buhr read the title of the Ordinance 11-15 into the record
Jennifer Codo-Salisbury addressed the Council saying that this was annexed as County Medium Density residential and we were bringing it is as City Medium Density.
Mayor Sharon Schuler opened the Public Hearing. Harold Moore, addressed the Council regarding putting a Mobile Home Park in the area. Jennifer Codo-Salisbury addressed the Council regarding the should be Future Land Use. James Pollard addressed the Council regarding why only large parcels of lands instead of small parcels. Carl Brown, addressed the Council. He asked the Council if they had to take the utilities if it went by his property, and they told him no, that utilities were voluntary.
Richard Clock, addressed the Council regarding the changing the zoning code. It was explained to him that the Zoning was not being changed. It was being annexed as it was when it was in the County. It was only simply Future Land Use. It was explained that no one was being forced to use the utilities. Bill Morlan asked where the funds are coming from for Grants. It was asked what the cost was to hook up to the water. Mayor Sharon Schuler Closed the Public Hearing.
Motion by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to approve 2nd reading of Ordinance 11-15. Motion carried 3 to 2 with Councilman Garrett Anderson voting no and Councilman Terry Heston abstaining (owner).

SECOND READING OF ORDINANCE 12-15 to establish City Zoning for R3-MH for Parcel: C12342805000000010 18 Acres.
City Attorney Gerald Buhr read the title of the Ordinance 12-15 into the record.
Mayor Schuler opened the Public Hearing
Pam Lum asked about the Ordinances 11-15 & 12-15 are the same. Jennifer Codo-Salisbury addressed the issue. She explained that the Future Land Use was 8 homes per acre. Mobile Homes are allowed in R3 district. She handed out a Platt map to City Council. And explained that there was unopened right of way. Orangeway Drive is unopened of right of way. Pam asked if there was an Easement behind her

property. Councilman Parke Sutherland stated that he had charts that showed the difference between the County Zoning and the City Zoning.
Seeing no more hands Mayor Schuler closed the Public Hearing.
Motion made by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles, to approve 2nd reading of Ordinance 12-15. Motion passed 3 to 2 with Councilman Terry Heston abstaining (owner) and Councilman Garrett Anderson voting no.

RESOLUTION 15-03 Florida Retirement System Reinstatement.
City Attorney read the title of the Resolution 15-03 into the record.
Motion made by Council Deputy Mayor Brenda Giles, seconded by Councilman Terry Heston to approve Resolution 15-03, Motion passed unanimously.

RESOLUTION 15-04 Applying charges for solid waste and recycling.
Motion made by Councilman Parke Sutherland, Seconded by Garrett Anderson to Approve Resolution 15-04, with a change from Section 1 C from $15.00 to $14.00. Motion carried unanimously.

AIRPORT; Contamination update: City Attorney:
Motion made by Councilman Parke Sutherland, seconded by Councilman Terry Heston to ratify the emergency contract with Republic in Bartow, to haul and land fills the soil from the Airport. Motion passed unanimously.

ECT CONTRACT: The professional geologist doing the site assessment. And to assist the city on cleaning up the site and putting down wells. Mayor Schuler asked anyone going to help pay for this clean up. They felt that the renter was not going to help pay. Mr. Wise said that if his insurance company would not pay for it, he would have to seek legal counsel to find out what percentage of the damage he was responsible for.
Motion by Councilman Parke Sutherland, Seconded by Councilman Garrett Anderson, To authorize the City Manager Julian Deleon to enter into a contract with ECT, in the amount not to exceed $53,123.93, for future effort on the soil contamination at the airport. Motion passed unanimously.

Meeting adjourned at 8:42 PM

Recorded by
Jason Lister

Transcribed by
City Clerk Maria Sutherland

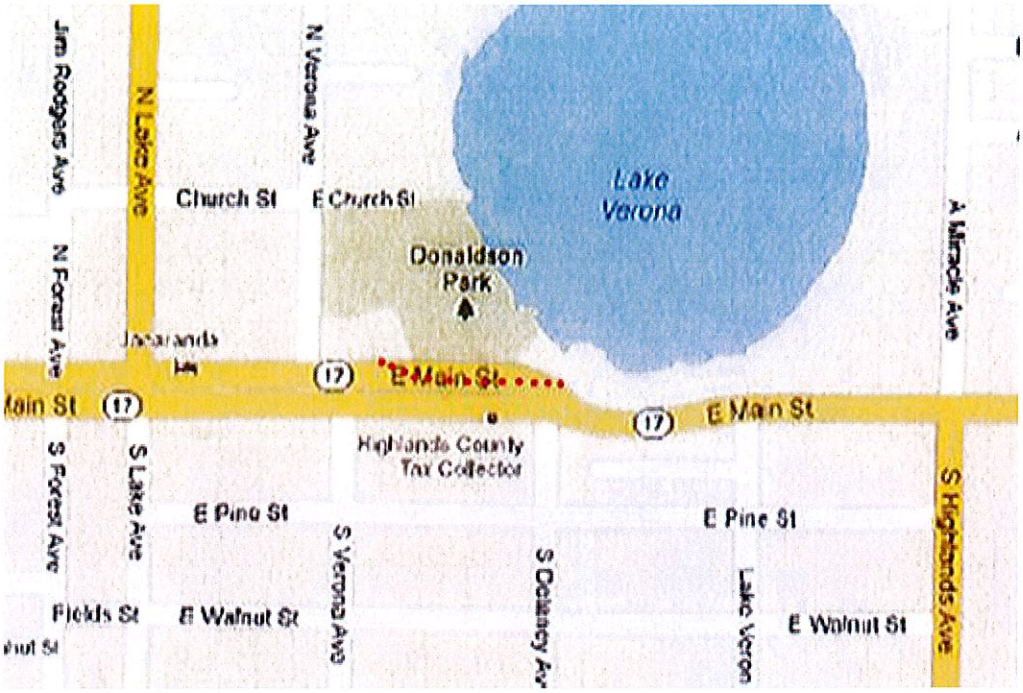
Maria Sutherland Mayor Schuler

C-5

BLUEBERRY FESTIVAL

APRIL 25, 2015

10 AM – 4 PM



Close the northern westbound (outside) lane on Main between intersection of Delaney and Main and then taper the cones to allow traffic to get back on the outside lane before turning onto N. Verona.

2015 TRANSPORTATION ALTERNATIVES PROGRAM
RECOMMENDED RANKING

APPLICANT	PROJECT	AVON PARK RANKING	SEBRING RANKING	LAKE PLACID RANKING	HIGHLANDS CO. RANKING	TOTAL RANKING	RECOMMENDED RANKING
Highlands County	Memorial Dr. Multi-Use Path	1	1	3		5	1
City of Avon Park	Cornell St. (SR 17) Multi-Use Path		2	2	1	5	2
City of Sebring	SR 17 Sidewalk	3		7	2	12	3
Highlands County	Sebring Parkway Lighting	2	3	8		13	4
City of Avon Park	Avon Park Sidewalks - Various Locations		9	1	4	14	5
Highlands County	Avon Blvd. Sidewalk	4	S	S		14	6
City of Avon Park	A Miracle Ave & Palmetto St. Lighting		6	6	3	15	7
Highlands County	CR 621 Sidewalk	7	4	4		15	8
Highlands County	Sun 'n Lake Blvd. Sidewalk	5	7	11		23	9
Highlands County	Desoto Rd. Sidewalk	8	8	9		25	10
Highlands County	W. Interlake & Catfish Creek Rd. Multi-use Path	6	10	10		26	11

Taylor Smith, Avon Park Utilities Engineer — Date: 2/10

Scott Noethlich, City of Sebring, City Administrator — Date: 2/10/2015

John Komasa, Lake Placid Public Works Director — Date: 2/10/2015

Ellus Nortelus, P.E., Assistant County Engineer — Date: 2/10/15

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E-6

AVON PARK HOUSING DEVELOPMENT CORPORATION

Care Of; Avon Park Housing Authority

P. O. Box 1327

Avon Park, Florida 33826-1327

(863) 452-4432, Ext. 2204

www.avonparkha.org

Contact: **Larry P. Shoeman, Board Secretary**

Proposal: **Response to City of Avon Park**

Request For Proposals No. 03-15; Brickell Building Disposition and Marketing

RFP 03-15

Section II: Specifications and Scope of Services: Description of RFP Services;

a. Experience of the organization proposing:
The Avon Park Housing Development Corporation (APHDC), a Florida not for profit corporation, has significant development experience as evidenced in the successful development and occupancy of the 72 single family housing complex known as North Central Heights Community. APHDC is an affiliate of the Avon Park Housing Authority (APHA) and utilizes the experience and expertise of the APHA to further its Mission to provide decent, safe and affordable rental housing to low to moderate income families for Avon Park.

b. Ability to finance the under-taking;
The APHDC has successfully assembled multiple funding sources required to underwrite the development of North Central Heights Community, totaling in excess of $12 million dollars from four different lending & grant partners.

c. Consistency of development objectives proposed in City's vision for historic property.
The APHDC plans to develop the Brickell Building in keeping with the City's vision for historic properties. The exterior of the building remain as currently preserved, with interior improvements to present historical representations in pictorial form on the walls throughout the first floor interior common wall space.

d. Economic benefit in additional jobs.
As indicated in the Minimum Performance Measure Requirements section, parameters; B. of the RFP the APHDC anticipates to generate approximately 22.5 full time permanent jobs associated with Phases I & II and another 25

construction jobs associated with Phase III of Brickell Building rehabilitation.

Section II: 4. Historic Avon Park Downtown Development Conditions;

Proposer agrees to accept the conditions as stated in initial RFP and subsequent Amendment-1;

4. a through e; 5 through 7 and 8; 2, 3, 4, 7 & 8

RFP Parameters:

A. The proposal shall describe the business use for the building upstairs and downstairs. For example, medical clinic, realtor business, housing apartments, and/or business offices. –

The building utilization plan is broken into three phases:

Phase I – APHA Administrative Offices – The current administrative office of the Avon Park Housing Authority, located at 21 Tulane Drive, has become obsolete and confined office spacing to meet the growing needs of APHA's expanded development portfolio. The Brickell Building utilization plan would include moving the APHA's principle Administrative Offices from its current location to approximately 2,000 square feet of non-storefront area on the building's first floor. Such relocation would better enable APHA to more efficiently meet with existing clients, as well as facilitate development of new customers through a more visible and accessible location. The present APHA office entertains between 350 to 400 customer visits per month and, with pending projects, conservatively estimates such office visit traffic to increase at least another 25% per month.

Phase II – First Floor Commercial Outlet/Space development – The seven Commercial Lease Space outlets (approximately 1,000 sq.ft/unit) that front Main Street and Lake Avenue would be utilized for additional commercial

business enterprises. A business leasing marketing strategy to promote targeted business entities would be developed and implemented following building acquisition. Some examples of potential prospective business enterprises could include Internet Café & IT Game Arcade, Soft Serve Yogurt/Ice Cream Parlor, Wine & Cheese/Bisques & Bread Boutique, Desserts & Delights, Coffee/Tea & Cini-Bun Bakery, Business Incubator Office Center, and Recording Studio. Specific targeted marketing efforts would be guided by APHDC outsourced Market Survey results.

Phase III – Second Floor Residential Lofts – Developing the second floor space (12,550 sq.ft.) for residential use will be the most complicated and costly element of the Brickell Building Utilization Plan. The City must first, as a condition of sale, implement Mixed Use Zoning changes that will permit 10 dwelling units for that space. That regulatory process will consume some initial time as statutory notices proceed. Secondly, the APHDC would require significant time to pursue funding to perform the build out of the residential units (800-1,000 sq.ft/unit), common space, and elevator for the building. Plans for the residential common areas include a resident elevator landing with second floor lobby area, interior hallways, resident community laundry room, resident community kitchen and lounge area, and resident community business suite.

B. The proposal shall include any known jobs that will be added as a result of the acquisition.

Phase I – APHA Executive Offices - 5 jobs
Phase II – First Floor Commercial and Retail – 2.5 jobs per tenant X 7 Outlets (17.5 jobs)
Phase III – Second Floor Residential – 2 half-time positions
Estimated number of construction jobs – 25

C. The proposal shall include a construction budget and schedule to rehabilitate the building to comply and secure the needed certificate of

occupancy for the desired land use.

The developer proposes to acquire and redevelop the property in three phases. The three phases will be planned simultaneously and pursue financing for the building improvements over a 6-24 month period. The property redevelopment schedule for the first floor is estimated to be substantially rehabilitated over a 30 months period in order to meet the requirements of the RFP. The developer will endeavor to complete the second floor residential portion of the building within 40 months, subject to the availability of appropriate financing.

Construction budgets for each of the three Phases are attached.

The proposed schedule, *based from building acquisition date forward*, is as follows:

Phases I & II

RFP for Architectural & Engineering Services; selection – 3 months
Planning and approvals - 6-12 months
Construction and permanent financing – 6 - 24 months
Design documents and bidding - 6 – 24 months
Award of general contract - 6 – 24 months
Construction period - 6 – 24 months
Occupancy - APHA; Offices 6-12 months, Leased Outlets; 8-24 months

Phases III

RFP for Architectural & Engineering Services selection – 12 months
Planning and approvals - 18 months
Construction and permanent financing –24-36 months
Design documents and bidding - 36-42 months
Award of general contract - 36-42 months
Construction period - 36-48 months
Occupancy - 42-54 months

D. Bid to purchase property: $300,000

E. Any needed financing from the City: $300,000 purchase money mortgage and economic development and community developing funding as identified in the attached pro forma.

F. Term to be financed (not to exceed 15 years) – Purchase money mortgage, one year of construction (interest payment only, no principle payment) and 15-year amortization interest & principle

G. Interest Rate on Repayment – 1.5% interest only first year and 1.5% during amortization

H. If financing from the City is desired, the proposer will disclose the following documents to be examined by the City's CPA Consultant:
   a. Financial statements for Fiscal Years 2011, 2012 & 2013
   b. Most recent Comprehensive Financial Statement (November 2014).
   c. Any other applicable document to be reviewed by the City's CPA to determine the proposer's ability to repay on a mortgage and associated taxes.

PROPOSERS REQUEST FOR WAIVER OF LIQUIDATED DAMAGES REQUIRMENT FOR UPSTAIRS REDEVELOPMENT/CERTIFICATE OF OCCUPANCY.

Section II: Specifications and Scope of Services; 8. Minimum Performance Measure Requirements, 6. Liquidated damages;

As noted in the attached Phase III Budget Spreadsheet, the proposer (APHDC) will be investing a substantial amount of funding to redevelop the 2nd floor of the building for residential occupancy. As such, the proposer will be required to pursue and obtain funding from multiple funding sources for building redevelopment. Several of those planned sources provide their funding through a comprehensive competitive application funding cycle, which dictate prolonged and involved application evaluation, selection and underwriting qualifying procedures as component elements of their award funding process. Respectively,

the applicant has very little control over the length of time funding becomes available to support their project.

Given the above stated reasons, this proposer has serious reservations regarding the stipulation of liquidated damages by the City for not meeting the specified timelines for receipt of Certificate of Occupancy, particularly with the redevelopment of the upstairs second floor planned for residential occupancy. The financial adverse effects of such a potential penalty would also have negative impact on the proposer's ability for further obtaining & financing that project's redevelopment.

Respectfully, the proposer requests waiver of this minimum performance measure requirement for the upstairs second floor building regarding Certificate of Occupancy and submits this proposal contingent upon receipt of such waiver.

I, Larry P. Shoeman, the below undersigned hereby certify that, as Secretary to the Board of Directors for the Avon Park Housing Development Corporation, have been authorized by the Corporation to submit this proposal on behalf of the Corporation to the City of Avon Park, Florida in response to RFP 03-15; Brickell Building Disposition and Marketing.

X_____ Date: January 21, 2015

Board Secretary

ATTACHEMENT #1

PHASE I, II AND III

SOURCES/USES/DEVELOPMENT BUDGETS

Sources and Uses and Development Budget -- Rental Projects

All input fields are indicated by shading

Project Name: Brickell Building - Phase I - PHA Office
Member Institution:
Application #:
Total Units:
Tax Credit Sales Price, if Applicable: expressed as cents per dollar ($.75)

Date (mm/dd/yy): 01/16/15

Development Cost Per Unit: #DIV/0!
221d3 per unit limit: #DIV/0!

USES

		Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source Purchase Mon	Source PHA Comp Fu	Source FHLB EDA	Source	(Should equal Zero)
Financing Fees:			Direct Subsidy							
Construction Interest		$5,000					$5,000			$0
Origination Fee										$0
Fees										$0
Other:										$0
Subtotal, financing fees:		$5,000	$0	$0	$0	$0	$5,000	$0	$0	$0
Hard Costs:										
Acquisition		$300,000				$300,000				$0
Construction		$30,000					$30,000			$0
Hard Cost Contingency	1.52%	$5,000					$5,000			$0
Other:										$0
Subtotal, hard Costs		$335,000	$0	$0	$0	$300,000	$35,000	$0	$0	$0
Soft Costs:										
Architect		$3,000						$3,000		$0
Appraisal		$3,000					$3,000			$0
Environmental		$3,000					$3,000			$0
Engineering										$0
Permits		$500					$500			$0
Insurance		$2,500					$2,500			$0
Inspection Fee										$0
Inspections		$500					$500			$0
Loan Closing		$500					$500			$0
Survey										$0
Risk/Liability Insurance										$0
Legal		$2,500						$2,500		$0
Construction Management										$0
Permanent Loan Fee		$1,500					$1,500			$0
Title/Escrow Fees		$1,500					$1,500			$0
Relocation expenses										$0
*Furnishings AHP cannot be used		$5,000					$5,000			$0
Replacement Reserve										$0
*Operating Reserve AHP cannot be used										$0
Debt Service Reserves										$0
Tax Credit Fees										$0
Accounting - Cost Cert.		$1,000					$1,000			$0
Consultant: AHP										
Consultant		$4,000					$4,000			$0
Rent up - Marketing										$0
Soft Cost Contingency	7.02%	$2,000					$2,000			
Other:										$0
Subtotal, Soft Cost		$30,500	$0	$0	$0	$0	$25,000	$5,500	$0	$0
Other:										
Developer Fee	12.82%	$47,500						$47,500		$0
Syndication Costs - Legal										$0
Syndication Costs - Accounting										$0
Syndication Costs - Consultant										$0
Other:										$0
Subtotal other Costs:		$47,500	$0	$0	$0	$0	$0	$47,500	$0	$0
Grand Totals Sources & Uses		$418,000	$0	$0	$0	$300,000	$65,000	$53,000	$0	$0

Loan, grant, or equity?(enter L, G or E)	L	G	L		
Soft or hard debt?(enter S or H)	H		H		
Term of financing (yrs)?	15		10		Transfer this total to Pro-Forma
Amortization (yrs)? (If the loan payment is interest only enter 0 in amortization column)	15		20		
Initial rate?	1.50%		5.00%		
Fees					
Other charges					
Annual debt service (year 1)? (calc for hard debt only)	$22,347	$0	$4,197	$0	$26,544

* Capitalized operating reserves and furnishings cannot be paid for by AHP subsidy

The FHLBA has established the following guidelines relating to the financial feasibility of the proposed project. Please provide a brief explanation for any variances.

If "N", please explain

1. Developer Fee for project less than 15% or HFA maximum

Sources and Uses and Development Budget -- Rental Projects *All input fields are indicated by shading*

Project Name: Brickell Building - Phase II - Storefront Commercial
Member Institution:
Application #:
Total Units:
Tax Credit Sales Price, if Applicable: expressed as cents per dollar ($.75)

Date (mm/dd/yy): 01/07/15

Development Cost Per Unit: #DIV/0!
221d3 per unit limit: #DIV/0!

USES		Total Dollars	Source AHP Direct Subsidy	Source Owner Equity	Source LIHTC	Source CRA	Source Tenant Improv	Source FHLB EDA	Source	(Should equal Zero)
Financing Fees:										
Construction Interest		$5,000						$5,000		$0
Origination Fee										$0
Fees										$0
Other:										$0
Subtotal, financing fees:		$5,000	$0	$0	$0	$0	$0	$5,000	$0	$0
Hard Costs:										
Acquisition										$0
Construction		$50,000				$50,000				$0
Hard Cost Contingency	7.14%	$5,000						$5,000		$0
Other:	Tenant Improveme	$20,000					$20,000			$0
Subtotal, hard Costs		$75,000	$0	$0	$0	$50,000	$20,000	$5,000	$0	$0
Soft Costs:										
Architect		$3,000						$3,000		$0
Appraisal		$3,000						$3,000		$0
Environmental		$3,000						$3,000		$0
Engineering										$0
Permits		$500						$500		$0
Insurance		$2,500						$2,500		$0
Inspection Fee										$0
Inspections		$500						$500		$0
Loan Closing		$500						$500		$0
Survey										$0
Risk/Liability Insurance										$0
Legal		$2,500						$2,500		$0
Construction Management										$0
Permanent Loan Fee		$1,500						$1,500		$0
Title/Escrow Fees		$1,500						$1,500		$0
Relocation expenses										$0
*Furnishings AHP cannot be used		$5,000						$5,000		$0
Replacement Reserve										$0
*Operating Reserve AHP cannot be used										$0
Debt Service Reserves										$0
Tax Credit Fees										$0
Accounting - Cost Cert.		$1,000						$1,000		$0
Consultant: AHP										
Consultant		$4,000						$4,000		$0
Rent up - Marketing										$0
Soft Cost Contingency	7.02%	$2,000						$2,000		
Other:										$0
Subtotal, Soft Cost		$30,500	$0	$0	$0	$0	$0	$30,500	$0	$0
Other:										
Developer Fee	9.95%	$11,000						$11,000		$0
Syndication Costs - Legal										$0
Syndication Costs - Accounting										$0
Syndication Costs - Consultant										$0
Other:										$0
Subtotal other Costs:		$11,000	$0	$0	$0	$0	$0	$11,000	$0	$0
Grand Totals Sources & Uses		$121,500	$0	$0	$0	$50,000	$20,000	$51,500	$0	$0
Loan, grant, or equity?(enter L, G or E)						G	G	L		
Soft or hard debt?(enter S or H)								H		
Term of financing (yrs)?								10		Transfer this total to Pro-Forma
Amortization (yrs)? (If the loan payment is interest only enter 0 in amortization column)								20		
Initial rate?								5.00%		
Fees										
Other charges										
Annual debt service (year 1)? (calc for hard debt only)						$0	$0	$4,079	$0	$4,079

* Capitalized operating reserves and furnishings cannot be paid for by AHP subsidy

The FHLBA has established the following guidelines relating to the financial feasibility of the proposed project. Please provide a brief explanation for any variances.

If "N", please explain

1. Developer Fee for project less than 15% or HFA maximum

Sources and Uses and Development Budget -- Rental Projects *All input fields are indicated by shading*

Project Name: Brickell Building - Phase III - Residential
Member Institution:
Application #:
Total Units: 10
Tax Credit Sales Price, if Applicable: expressed as cents per dollar ($.75)

Date (mm/dd/yy): 01/07/15

Development Cost Per Unit: $131,700
221d3 per unit limit: $86,231

USES	Total Dollars	Source AHP	Source Owner Equity	Source LIHTC	Source SHIP	Source FHFC HOME	Source	Source	(Should equal Zero)
		Direct Subsidy							
Financing Fees:									
Construction Interest	$15,000					$15,000			$0
Origination Fee									$0
Fees									$0
Other:									$0
Subtotal, financing fees:	$15,000	$0	$0	$0	$0	$15,000	$0	$0	$0
Hard Costs:									
Acquisition									$0
Construction	$870,000	$500,000			$200,000	$170,000			$0
Hard Cost Contingency 8.49%	$87,000					$87,000			$0
Other: Roof replacement/p	$155,000					$155,000			$0
Subtotal, hard Costs	$1,112,000	$500,000	$0	$0	$200,000	$412,000	$0	$0	$0
Soft Costs:									
Architect									$0
Appraisal									$0
Environmental									$0
Engineering									$0
Permits									$0
Insurance									$0
Inspection Fee									$0
Inspections									$0
Loan Closing									$0
Survey									$0
Risk/Liability Insurance									$0
Legal									$0
Construction Management									$0
Permanent Loan Fee									$0
Title/Escrow Fees									$0
Relocation expenses									$0
*Furnishings AHP cannot be used									$0
Replacement Reserve									$0
*Operating Reserve AHP cannot be used									$0
Debt Service Reserves									$0
Tax Credit Fees									$0
Accounting - Cost Cert.									$0
Consultant: AHP									
Consultant									$0
Rent up - Marketing									$0
Soft Cost Contingency 0.00%									
Other: Professional Fees	$70,000					$70,000			$0
Subtotal, Soft Cost	$70,000	$0	$0	$0	$0	$70,000	$0	$0	$0
Other:									
Developer Fee 10.03%	$120,000					$120,000			$0
Syndication Costs - Legal									$0
Syndication Costs - Accounting									$0
Syndication Costs - Consultant									$0
Other:									$0
Subtotal other Costs:	$120,000	$0	$0	$0	$0	$120,000	$0	$0	$0
Grand Totals Sources & Uses	$1,317,000	$500,000	$0	$0	$200,000	$617,000	$0	$0	$0
Loan, grant, or equity?(enter L, G or E)					G	G			
Soft or hard debt?(enter S or H)									
Term of financing (yrs)?									
Amortization (yrs)? (If the loan payment is interest only enter 0 in amortization column)									
Initial rate?									
Fees									
Other charges									
Annual debt service (year 1)? (calc for hard debt only)					$0	$0	$0	$0	$0

Transfer this total to Pro-Forma

* Capitalized operating reserves and furnishings cannot be paid for by AHP subsidy

The FHLBA has established the following guidelines relating to the financial feasibility of the proposed project. Please provide a brief explanation for any variances.

		If "N", please explain
1. Developer Fee for project less than 15% or HFA maximum	Y	

ATTACHEMENT #2

Mortgage Terms & Rate Calculation Sheet

Amortization Schedule

City of Avon Park

Mortgage Terms & Rate Calculations

Mortgage Terms

Assumptions: Purchase closed by March end 2015, Initial Interest Only payments begin April 1, 2015. Principle and Interest Payments begin April 1, 2016.

Loan Amount: $300,000. 00

Interest Rate: 1.5%

Mortgage Payments;

First year- Interest Only;

12 payments totaling;	$ 4,376.49
15 Year total Interest Payments:	$ 35,301.23
15 Principle Payments;	$300,000.00
Total 16 Year Principle & Interest Payments	$339,677.20

SEE ATTACHED AMORTIZATION TABLE

Amortization table for $300,000.00 borrowed on Mar 01, 2016

Month/Year	Payment	Principal Paid	Interest Paid	Total Interest	Balance
April 2016	$ 1,862.23	$ 1,487.23	$ 375.00	$ 375.00	$ 298,512.77
May 2016	$ 1,862.23	$ 1,489.09	$ 373.14	$ 748.14	$ 297,023.68
June 2016	$ 1,862.23	$ 1,490.95	$ 371.28	$ 1,119.42	$ 295,532.73
July 2016	$ 1,862.23	$ 1,492.81	$ 369.42	$ 1,488.84	$ 294,039.92
Aug. 2016	$ 1,862.23	$ 1,494.68	$ 367.55	$ 1,856.39	$ 292,545.24
Sept. 2016	$ 1,862.23	$ 1,496.55	$ 365.68	$ 2,222.07	$ 291,048.69
Oct. 2016	$ 1,862.23	$ 1,498.42	$ 363.81	$ 2,585.88	$ 289,550.28
Nov. 2016	$ 1,862.23	$ 1,500.29	$ 361.94	$ 2,947.82	$ 288,049.98
Dec. 2016	$ 1,862.23	$ 1,502.17	$ 360.06	$ 3,307.88	$ 286,547.82
Jan. 2017	$ 1,862.23	$ 1,504.04	$ 358.18	$ 3,666.06	$ 285,043.77
Feb. 2017	$ 1,862.23	$ 1,505.92	$ 356.30	$ 4,022.37	$ 283,537.85
Mar. 2017	$ 1,862.23	$ 1,507.81	$ 354.42	$ 4,376.79	$ 282,030.04
April 2017	$ 1,862.23	$ 1,509.69	$ 352.54	$ 4,729.33	$ 280,520.35
May 2017	$ 1,862.23	$ 1,511.58	$ 350.65	$ 5,079.98	$ 279,008.77
June 2017	$ 1,862.23	$ 1,513.47	$ 348.76	$ 5,428.74	$ 277,495.30
July 2017	$ 1,862.23	$ 1,515.36	$ 346.87	$ 5,775.61	$ 275,979.94
Aug. 2017	$ 1,862.23	$ 1,517.25	$ 344.97	$ 6,120.58	$ 274,462.69
Sept. 2017	$ 1,862.23	$ 1,519.15	$ 343.08	$ 6,463.66	$ 272,943.54
Oct. 2017	$ 1,862.23	$ 1,521.05	$ 341.18	$ 6,804.84	$ 271,422.49
Nov. 2017	$ 1,862.23	$ 1,522.95	$ 339.28	$ 7,144.12	$ 269,899.54
Dec. 2017	$ 1,862.23	$ 1,524.85	$ 337.37	$ 7,481.49	$ 268,374.68
Jan. 2018	$ 1,862.23	$ 1,526.76	$ 335.47	$ 7,816.96	$ 266,847.92
Feb. 2018	$ 1,862.23	$ 1,528.67	$ 333.56	$ 8,150.52	$ 265,319.25
Mar. 2018	$ 1,862.23	$ 1,530.58	$ 331.65	$ 8,482.17	$ 263,788.67
April 2018	$ 1,862.23	$ 1,532.49	$ 329.74	$ 8,811.91	$ 262,256.18
May 2018	$ 1,862.23	$ 1,534.41	$ 327.82	$ 9,139.73	$ 260,721.77
June 2018	$ 1,862.23	$ 1,536.33	$ 325.90	$ 9,465.63	$ 259,185.45
July 2018	$ 1,862.23	$ 1,538.25	$ 323.98	$ 9,789.61	$ 257,647.20
Aug. 2018	$ 1,862.23	$ 1,540.17	$ 322.06	$ 10,111.67	$ 256,107.03
Sept. 2018	$ 1,862.23	$ 1,542.10	$ 320.13	$ 10,431.80	$ 254,564.93
Oct. 2018	$ 1,862.23	$ 1,544.02	$ 318.21	$ 10,750.01	$ 253,020.91
Nov. 2018	$ 1,862.23	$ 1,545.95	$ 316.28	$ 11,066.29	$ 251,474.96
Dec. 2018	$ 1,862.23	$ 1,547.89	$ 314.34	$ 11,380.63	$ 249,927.07
Jan. 2019	$ 1,862.23	$ 1,549.82	$ 312.41	$ 11,693.04	$ 248,377.25
Feb. 2019	$ 1,862.23	$ 1,551.76	$ 310.47	$ 12,003.51	$ 246,825.49
Mar. 2019	$ 1,862.23	$ 1,553.70	$ 308.53	$ 12,312.04	$ 245,271.80
April 2019	$ 1,862.23	$ 1,555.64	$ 306.59	$ 12,618.63	$ 243,716.16
May 2019	$ 1,862.23	$ 1,557.58	$ 304.65	$ 12,923.28	$ 242,158.57

Month/ Year	Payment	Principal Paid	Interest Paid	Total Interest	Balance
June 2019	$ 1,862.23	$ 1,559.53	$ 302.70	$ 13,225.98	$ 240,599.04
July 2019	$ 1,862.23	$ 1,561.48	$ 300.75	$ 13,526.72	$ 239,037.56
Aug. 2019	$ 1,862.23	$ 1,563.43	$ 298.80	$ 13,825.52	$ 237,474.13
Sept. 2019	$ 1,862.23	$ 1,565.39	$ 296.84	$ 14,122.36	$ 235,908.74
Oct. 2019	$ 1,862.23	$ 1,567.34	$ 294.89	$ 14,417.25	$ 234,341.40
Nov. 2019	$ 1,862.23	$ 1,569.30	$ 292.93	$ 14,710.18	$ 232,772.10
Dec. 2019	$ 1,862.23	$ 1,571.26	$ 290.97	$ 15,001.14	$ 231,200.83
Jan. 2020	$ 1,862.23	$ 1,573.23	$ 289.00	$ 15,290.14	$ 229,627.61
Feb. 2020	$ 1,862.23	$ 1,575.19	$ 287.03	$ 15,577.18	$ 228,052.41
Mar. 2020	$ 1,862.23	$ 1,577.16	$ 285.07	$ 15,862.24	$ 226,475.25
April 2020	$ 1,862.23	$ 1,579.14	$ 283.09	$ 16,145.34	$ 224,896.11
May 2020	$ 1,862.23	$ 1,581.11	$ 281.12	$ 16,426.46	$ 223,315.00
June 2020	$ 1,862.23	$ 1,583.09	$ 279.14	$ 16,705.60	$ 221,731.92
July 2020	$ 1,862.23	$ 1,585.06	$ 277.16	$ 16,982.77	$ 220,146.85
Aug. 2020	$ 1,862.23	$ 1,587.05	$ 275.18	$ 17,257.95	$ 218,559.81
Sept. 2020	$ 1,862.23	$ 1,589.03	$ 273.20	$ 17,531.15	$ 216,970.78
Oct. 2020	$ 1,862.23	$ 1,591.02	$ 271.21	$ 17,802.36	$ 215,379.76
Nov. 2020	$ 1,862.23	$ 1,593.00	$ 269.22	$ 18,071.59	$ 213,786.76
Dec. 2020	$ 1,862.23	$ 1,595.00	$ 267.23	$ 18,338.82	$ 212,191.76
Jan. 2021	$ 1,862.23	$ 1,596.99	$ 265.24	$ 18,604.06	$ 210,594.78
Feb. 2021	$ 1,862.23	$ 1,598.99	$ 263.24	$ 18,867.30	$ 208,995.79
Mar. 2021	$ 1,862.23	$ 1,600.98	$ 261.24	$ 19,128.55	$ 207,394.81
April 2021	$ 1,862.23	$ 1,602.99	$ 259.24	$ 19,387.79	$ 205,791.82
May 2021	$ 1,862.23	$ 1,604.99	$ 257.24	$ 19,645.03	$ 204,186.83
June 2021	$ 1,862.23	$ 1,607.00	$ 255.23	$ 19,900.27	$ 202,579.83
July 2021	$ 1,862.23	$ 1,609.00	$ 253.22	$ 20,153.49	$ 200,970.83
Aug. 2021	$ 1,862.23	$ 1,611.02	$ 251.21	$ 20,404.70	$ 199,359.82
Sept. 2021	$ 1,862.23	$ 1,613.03	$ 249.20	$ 20,653.90	$ 197,748.79
Oct. 2021	$ 1,862.23	$ 1,615.05	$ 247.18	$ 20,901.09	$ 196,131.74
Nov. 2021	$ 1,862.23	$ 1,617.06	$ 245.16	$ 21,146.25	$ 194,514.68
Dec. 2021	$ 1,862.23	$ 1,619.09	$ 243.14	$ 21,389.40	$ 192,895.59
Jan. 2022	$ 1,862.23	$ 1,621.11	$ 241.12	$ 21,630.51	$ 191,274.48
Feb. 2022	$ 1,862.23	$ 1,623.14	$ 239.09	$ 21,869.61	$ 189,651.34
Mar. 2022	$ 1,862.23	$ 1,625.16	$ 237.06	$ 22,106.67	$ 188,026.18
April 2022	$ 1,862.23	$ 1,627.20	$ 235.03	$ 22,341.70	$ 186,398.98
May 2022	$ 1,862.23	$ 1,629.23	$ 233.00	$ 22,574.70	$ 184,769.75
June 2022	$ 1,862.23	$ 1,631.27	$ 230.96	$ 22,805.67	$ 183,138.49
July 2022	$ 1,862.23	$ 1,633.31	$ 228.92	$ 23,034.59	$ 181,505.18
Aug. 2022	$ 1,862.23	$ 1,635.35	$ 226.88	$ 23,261.47	$ 179,869.83
Sept. 2022	$ 1,862.23	$ 1,637.39	$ 224.84	$ 23,486.31	$ 178,232.44
Oct. 2022	$ 1,862.23	$ 1,639.44	$ 222.79	$ 23,709.10	$ 176,593.00

Month/ Year	Payment	Principal Paid	Interest Paid	Total Interest	Balance
Nov. 2022	$ 1,862.23	$ 1,641.49	$ 220.74	$ 23,929.84	$ 174,951.51
Dec. 2022	$ 1,862.23	$ 1,643.54	$ 218.69	$ 24,148.53	$ 173,307.97
Jan. 2023	$ 1,862.23	$ 1,645.59	$ 216.63	$ 24,365.16	$ 171,662.38
Feb. 2023	$ 1,862.23	$ 1,647.65	$ 214.58	$ 24,579.74	$ 170,014.73
Mar. 2023	$ 1,862.23	$ 1,649.71	$ 212.52	$ 24,792.26	$ 168,365.02
April 2023	$ 1,862.23	$ 1,651.77	$ 210.46	$ 25,002.72	$ 166,713.25
May 2023	$ 1,862.23	$ 1,653.84	$ 208.39	$ 25,211.11	$ 165,059.41
June 2023	$ 1,862.23	$ 1,655.90	$ 206.32	$ 25,417.43	$ 163,403.50
July 2023	$ 1,862.23	$ 1,657.97	$ 204.25	$ 25,621.69	$ 161,745.53
Aug. 2023	$ 1,862.23	$ 1,660.05	$ 202.18	$ 25,823.87	$ 160,085.48
Sept. 2023	$ 1,862.23	$ 1,662.12	$ 200.11	$ 26,023.98	$ 158,423.36
Oct. 2023	$ 1,862.23	$ 1,664.20	$ 198.03	$ 26,222.00	$ 156,759.16
Nov. 2023	$ 1,862.23	$ 1,666.28	$ 195.95	$ 26,417.95	$ 155,092.88
Dec. 2023	$ 1,862.23	$ 1,668.36	$ 193.87	$ 26,611.82	$ 153,424.52
Jan. 2024	$ 1,862.23	$ 1,670.45	$ 191.78	$ 26,803.60	$ 151,754.07
Feb. 2024	$ 1,862.23	$ 1,672.54	$ 189.69	$ 26,993.29	$ 150,081.53
Mar. 2024	$ 1,862.23	$ 1,674.63	$ 187.60	$ 27,180.89	$ 148,406.90
April 2024	$ 1,862.23	$ 1,676.72	$ 185.51	$ 27,366.40	$ 146,730.18
May 2024	$ 1,862.23	$ 1,678.82	$ 183.41	$ 27,549.82	$ 145,051.37
June 2024	$ 1,862.23	$ 1,680.91	$ 181.31	$ 27,731.13	$ 143,370.45
July 2024	$ 1,862.23	$ 1,683.02	$ 179.21	$ 27,910.34	$ 141,687.44
Aug. 2024	$ 1,862.23	$ 1,685.12	$ 177.11	$ 28,087.45	$ 140,002.32
Sept. 2024	$ 1,862.23	$ 1,687.23	$ 175.00	$ 28,262.46	$ 138,315.09
Oct. 2024	$ 1,862.23	$ 1,689.34	$ 172.89	$ 28,435.35	$ 136,625.76
Nov. 2024	$ 1,862.23	$ 1,691.45	$ 170.78	$ 28,606.13	$ 134,934.31
Dec. 2024	$ 1,862.23	$ 1,693.56	$ 168.67	$ 28,774.80	$ 133,240.75
Jan. 2025	$ 1,862.23	$ 1,695.68	$ 166.55	$ 28,941.35	$ 131,545.07
Feb. 2025	$ 1,862.23	$ 1,697.80	$ 164.43	$ 29,105.78	$ 129,847.27
Mar. 2025	$ 1,862.23	$ 1,699.92	$ 162.31	$ 29,268.09	$ 128,147.35
April 2025	$ 1,862.23	$ 1,702.04	$ 160.18	$ 29,428.28	$ 126,445.31
May 2025	$ 1,862.23	$ 1,704.17	$ 158.06	$ 29,586.33	$ 124,741.14
June 2025	$ 1,862.23	$ 1,706.30	$ 155.93	$ 29,742.26	$ 123,034.83
July 2025	$ 1,862.23	$ 1,708.44	$ 153.79	$ 29,896.05	$ 121,326.40
Aug. 2025	$ 1,862.23	$ 1,710.57	$ 151.66	$ 30,047.71	$ 119,615.83
Sept. 2025	$ 1,862.23	$ 1,712.71	$ 149.52	$ 30,197.23	$ 117,903.12
Oct. 2025	$ 1,862.23	$ 1,714.85	$ 147.38	$ 30,344.61	$ 116,188.27
Nov. 2025	$ 1,862.23	$ 1,716.99	$ 145.24	$ 30,489.84	$ 114,471.27
Dec. 2025	$ 1,862.23	$ 1,719.14	$ 143.09	$ 30,632.93	$ 112,752.13
Jan. 2026	$ 1,862.23	$ 1,721.29	$ 140.94	$ 30,773.87	$ 111,030.84
Feb. 2026	$ 1,862.23	$ 1,723.44	$ 138.79	$ 30,912.66	$ 109,307.40
Mar. 2026	$ 1,862.23	$ 1,725.59	$ 136.63	$ 31,049.30	$ 107,581.81

Month/ Year	Payment	Principal Paid	Interest Paid	Total Interest	Balance
April 2026	$ 1,862.23	$ 1,727.75	$ 134.48	$ 31,183.77	$ 105,854.06
May 2026	$ 1,862.23	$ 1,729.91	$ 132.32	$ 31,316.09	$ 104,124.15
June 2026	$ 1,862.23	$ 1,732.07	$ 130.16	$ 31,446.25	$ 102,392.07
July 2026	$ 1,862.23	$ 1,734.24	$ 127.99	$ 31,574.24	$ 100,657.83
Aug. 2026	$ 1,862.23	$ 1,736.41	$ 125.82	$ 31,700.06	$ 98,921.43
Sept. 2026	$ 1,862.23	$ 1,738.58	$ 123.65	$ 31,823.71	$ 97,182.85
Oct. 2026	$ 1,862.23	$ 1,740.75	$ 121.48	$ 31,945.19	$ 95,442.10
Nov. 2026	$ 1,862.23	$ 1,742.93	$ 119.30	$ 32,064.49	$ 93,699.17
Dec. 2026	$ 1,862.23	$ 1,745.11	$ 117.12	$ 32,181.62	$ 91,954.07
Jan. 2027	$ 1,862.23	$ 1,747.29	$ 114.94	$ 32,296.56	$ 90,206.78
Feb. 2027	$ 1,862.23	$ 1,749.47	$ 112.76	$ 32,409.32	$ 88,457.31
Mar. 2027	$ 1,862.23	$ 1,751.66	$ 110.57	$ 32,519.89	$ 86,705.65
April 2027	$ 1,862.23	$ 1,753.85	$ 108.38	$ 32,628.27	$ 84,951.80
May 2027	$ 1,862.23	$ 1,756.04	$ 106.19	$ 32,734.46	$ 83,195.77
June 2027	$ 1,862.23	$ 1,758.23	$ 103.99	$ 32,838.45	$ 81,437.53
July 2027	$ 1,862.23	$ 1,760.43	$ 101.80	$ 32,940.25	$ 79,677.10
Aug. 2027	$ 1,862.23	$ 1,762.63	$ 99.60	$ 33,039.85	$ 77,914.47
Sept. 2027	$ 1,862.23	$ 1,764.84	$ 97.39	$ 33,137.24	$ 76,149.63
Oct. 2027	$ 1,862.23	$ 1,767.04	$ 95.19	$ 33,232.43	$ 74,382.59
Nov. 2027	$ 1,862.23	$ 1,769.25	$ 92.98	$ 33,325.41	$ 72,613.34
Dec. 2027	$ 1,862.23	$ 1,771.46	$ 90.77	$ 33,416.17	$ 70,841.88
Jan. 2028	$ 1,862.23	$ 1,773.68	$ 88.55	$ 33,504.73	$ 69,068.20
Feb. 2028	$ 1,862.23	$ 1,775.89	$ 86.34	$ 33,591.06	$ 67,292.30
Mar. 2028	$ 1,862.23	$ 1,778.11	$ 84.12	$ 33,675.18	$ 65,514.19
April 2028	$ 1,862.23	$ 1,780.34	$ 81.89	$ 33,757.07	$ 63,733.85
May 2028	$ 1,862.23	$ 1,782.56	$ 79.67	$ 33,836.74	$ 61,951.29
June 2028	$ 1,862.23	$ 1,784.79	$ 77.44	$ 33,914.17	$ 60,166.50
July 2028	$ 1,862.23	$ 1,787.02	$ 75.21	$ 33,989.38	$ 58,379.48
Aug. 2028	$ 1,862.23	$ 1,789.25	$ 72.97	$ 34,062.36	$ 56,590.23
Sept. 2028	$ 1,862.23	$ 1,791.49	$ 70.74	$ 34,133.10	$ 54,798.74
Oct. 2028	$ 1,862.23	$ 1,793.73	$ 68.50	$ 34,201.59	$ 53,005.01
Nov. 2028	$ 1,862.23	$ 1,795.97	$ 66.26	$ 34,267.85	$ 51,209.03
Dec. 2028	$ 1,862.23	$ 1,798.22	$ 64.01	$ 34,331.86	$ 49,410.81
Jan. 2029	$ 1,862.23	$ 1,800.47	$ 61.76	$ 34,393.62	$ 47,610.35
Feb. 2029	$ 1,862.23	$ 1,802.72	$ 59.51	$ 34,453.14	$ 45,807.63
Mar. 2029	$ 1,862.23	$ 1,804.97	$ 57.26	$ 34,510.40	$ 44,002.66
April 2029	$ 1,862.23	$ 1,807.23	$ 55.00	$ 34,565.40	$ 42,195.44
May 2029	$ 1,862.23	$ 1,809.48	$ 52.74	$ 34,618.14	$ 40,385.95
June 2029	$ 1,862.23	$ 1,811.75	$ 50.48	$ 34,668.63	$ 38,574.21
July 2029	$ 1,862.23	$ 1,814.01	$ 48.22	$ 34,716.84	$ 36,760.20
Aug. 2029	$ 1,862.23	$ 1,816.28	$ 45.95	$ 34,762.80	$ 34,943.92

Month/ Year	Payment	Principal Paid	Interest Paid	Total Interest	Balance
Sept. 2029	$ 1,862.23	$ 1,818.55	$ 43.68	$ 34,806.47	$ 33,125.37
Oct. 2029	$ 1,862.23	$ 1,820.82	$ 41.41	$ 34,847.88	$ 31,304.54
Nov. 2029	$ 1,862.23	$ 1,823.10	$ 39.13	$ 34,887.01	$ 29,481.45
Dec. 2029	$ 1,862.23	$ 1,825.38	$ 36.85	$ 34,923.86	$ 27,656.07
Jan. 2030	$ 1,862.23	$ 1,827.66	$ 34.57	$ 34,958.43	$ 25,828.41
Feb. 2030	$ 1,862.23	$ 1,829.94	$ 32.29	$ 34,990.72	$ 23,998.47
Mar. 2030	$ 1,862.23	$ 1,832.23	$ 30.00	$ 35,020.72	$ 22,166.24
April 2030	$ 1,862.23	$ 1,834.52	$ 27.71	$ 35,048.43	$ 20,331.71
May 2030	$ 1,862.23	$ 1,836.81	$ 25.41	$ 35,073.84	$ 18,494.90
June 2030	$ 1,862.23	$ 1,839.11	$ 23.12	$ 35,096.96	$ 16,655.79
July 2030	$ 1,862.23	$ 1,841.41	$ 20.82	$ 35,117.78	$ 14,814.38
Aug. 2030	$ 1,862.23	$ 1,843.71	$ 18.52	$ 35,136.30	$ 12,970.67
Sept. 2030	$ 1,862.23	$ 1,846.02	$ 16.21	$ 35,152.51	$ 11,124.65
Oct. 2030	$ 1,862.23	$ 1,848.32	$ 13.91	$ 35,166.42	$ 9,276.33
Nov. 2030	$ 1,862.23	$ 1,850.63	$ 11.60	$ 35,178.01	$ 7,425.70
Dec. 2030	$ 1,862.23	$ 1,852.95	$ 9.28	$ 35,187.29	$ 5,572.75
Jan. 2031	$ 1,862.23	$ 1,855.26	$ 6.97	$ 35,194.26	$ 3,717.49
Feb. 2031	$ 1,862.23	$ 1,857.58	$ 4.65	$ 35,198.91	$ 1,859.90
Mar. 2031	$ 1,862.23	$ 1,859.90	$ 2.32	$ 35,201.23	$ 0.00

E-7

Agenda Item Summary
February 23, 2015

Subject: Airport Improvement Plan- Runway 5-23 Rehab

Item No.

Placed on Agenda by: M. Sutherland

Total Amount of Project: **$ 315,087**

Account Number:

Staff Review: Yes

Attorney Review: N/A

Background:

In January 2015, Council approved the *pre-application* for Runway Rehab of 5-23.
Funding for Grants is typically issued in the 4th quarter of the fiscal year (July/September). In order to submit the final grant application by the FAA's early June deadline, the project must be designed, and advertised with a bid opening by the end of May. This project will provide for the design, bidding and construction to rehabilitate the pavement of Runway 5-23 and Taxiway F. Areas of the runway pavement are beginning to show reflective cracking and generate foreign object debris (FODs). Additionally, Taxiway F is currently 25 feet wide and does not meet the FAA taxiway width criteria of 35 feet for Taxiway Design Group 2 aircraft. Funding for the overall project will be provided by the FAA (90%), FDOT (5%) and the City of Avon Park CRA (5%).

If Council approves the final grant application- a motion will be needed for "Approval of AmHerst Consulting Company's Task Authorization No. 3 in the Not-To-Exceed amount of $315,087 for the Rehabilitation of Runway 5-23 and Associated Work at the Avon Park Executive Airport, contingent upon FAA and FDOT concurrences.

AHC
AMHERST CONSULTING

TASK AUTHORIZATION NO. 3

TO THE GENERAL CONSULTING AGREEMENT DATED SEPTEMBER 8, 2014

AMENDMENT NO.: _____ **POC NO.:** 14060.03

DATE: February 3, 2015 **CLIENT P.O. NO.:** _____

CLIENT:

City of Avon Park
100 East Main Street
Avon Park, Florida 33825

CONSULTANT:

AmHerst Consulting Company, LLC
1000 Legion Place, Suite 1285
Orlando, Florida 32801

The Consultant, AmHerst Consulting Company, LLC (AHC) is a Corporation authorized to do business in the state of Florida with offices located at the address listed above. As part of this Task Authorization, AHC will furnish the following:

Consulting Services in connection with a project identified as REHABILITATE RUNWAY 5-23 & ASSOCIATED WORK at the Avon Park Executive Airport.

The **Not-to-Exceed** cost of this Task Authorization is **$315,087.00**. Consultant services and associated task fees are identified in Attachment No. 1 and Attachment No. 2. Payment is due within 15 days of receipt and approval of invoice.

Client Concurrence:

CITY OF AVON PARK, FLORIDA

BY: _____
Authorized Signature

Sharon Schuler
Printed Name

Mayor
Title

DATE: _____

Consultant Concurrence:

AMHERST CONSULTING COMPANY, LLC

BY: _____
Authorized Signature

Todd N. Zimmerman, PE
Printed Name

Principal
Title

DATE: February 3, 2015

TASK AUTHORIZATION NO. 3
TO THE CONTRACT FOR
GENERAL CONSULTING SERVICES
BETWEEN THE
CITY OF AVON PARK
AND
AMHERST CONSULTING COMPANY

REHABILITATE RUNWAY 5-23 & ASSOCIATED WORK

FAA AIP NUMBER: TBD
FDOT FM NUMBER: TBD

ATTACHMENT NO. 1

SCOPE OF SERVICES

The following entities are referred to hereafter:

CITY (Client and Owner-City of Avon Park)
CONSULTANT (Vendor-AmHerst Consulting Company, LLC)
FAA (Federal Aviation Administration)
FDOT (Florida Department of Transportation-Aviation Division)
AVO (Avon Park Executive Airport)

PROJECT DESCRIPTION

The work associated with the PROJECT is described as:

REHABILITATE RUNWAY 5-23 AND ASSOCIATED WORK

This project will provide for the design, bidding and construction rehabilitate the pavement of Runway 5-23 and Taxiway F. Areas of the runway pavement are beginning to show reflective cracking and generate FOD. Additionally, Taxiway F is currently 25 feet wide and does not meet the FAA taxiway width criteria of 35 feet for Taxiway Design Group 2 aircraft.

OVERVIEW OF PROFESSIONAL SERVICES

In general, the professional services to be performed under this Task Authorization include:

- Inventory and preliminary investigation
- Pre-design surveys and topographic mapping
- Pre-design geotechnical investigation
- Development of Plans and Project Manual
- Bidding phase services
- Construction phase services
- Special Services

PHASES

In accordance with FAA AC 150/5100-14D, work under this Task Authorization is divided into Basic Services and Special Services. Additional Services include circumstances that may arise and are beyond the control of the CONSULTANT.

BASIC SERVICES

- Project Initiation/Coordination

  Review record drawings, interview CITY staff, visit the site and conduct a field analysis of the existing conditions pertinent to the PROJECT; prepare for and attend one kick-off meeting with CITY and others as deemed appropriate by the CITY; review scope of work and schedule; establish billing and reporting procedures; establish lines of communication, etc.

- Develop Subconsultant Agreements

  Coordinate the Subconsultant(s) on each subconsultant task.

- Preliminary Investigation

  Coordinate Predesign Geotechnical Investigation, Topographic Survey Requirements, Existing Drainage Conditions, and monitor the field activity of each.

- Analyze Geotechnical Report and Survey Data.

  Analyze geotechnical exploration test results and soils and materials test data to develop new pavement design sections and construction methodologies. Evaluate the existing topographical and drainage features. Determine existing electrical conditions and routing at the airfield within PROJECT limits.

- Define Pavement Design Parameters

  Review the adopted Master Plan, Airport Layout Plan and the geotechnical exploration report for this PROJECT and summarize the pavement design parameters. Coordinate the results with the CITY.

- Develop Pavement Design

  Based on existing soils and materials conditions and consideration of the loading of the design aircraft, assess most technically and economically appropriate alternative.

- Coordinate Project Layout & Preliminary Phasing Plans

  Prepare project layout and phasing plans for the PROJECT on base map at appropriate scale showing location of work and project construction limits, and identify all pertinent existing facilities both within and immediately adjacent to construction limits as appropriate for referencing construction project layout. Include location of contractor haul routes, construction staging area, materials storage area, waste disposal area, location of barricades, flagmen, restricted areas, plus any other applicable notes to contractor concerning required phasing and staging during construction. Incorporate comments and directions from Owner obtained during the predesign conference into plans.

- 30% QA/QC Review

  Prepare 30% review set of plans, perform quality assurance / quality control review prior to finalizing 30% plans for submittal to Owner.

- 30% Plans

  Develop and finalize 30% plans.

- Predesign Conference

  Prepare for, attend and conduct one predesign conference to outline the PROJECT and answer questions from interested parties. The CONSULTANT will prepare minutes of the predesign conference.

Final Design Phase Services

- Coordination of the Results of the Predesign Conference

  Review the predesign conference comments with the design team and coordinate necessary action with the CITY.

- Identify Deviations from FAA/FDOT Design Standards as Necessary

  Identify deviations to FAA/FDOT design standards and/or FDOT standard specifications and prepare a memorandum to the CITY explaining advantages and alternates. CONSULTANT will coordinate CITY approved deviations with FAA/FDOT through approval, as necessary.

- Prepare 60% Project Manual

  Prepare 60% review set of the project manual, perform quality assurance / quality control review.

- Prepare Final Opinion of Probable Construction Cost

- Conduct Safety Risk Management (SRM) Evaluation

  A meeting will be conducted with the CITY and FAA to develop a Safety Risk Management plan for the PROJECT in accordance with AC 150/5200-37. The plan will identify the hazards associated with the PROJECT, determine the risk, asses and analyze the risk, and treat the risk in accordance with AC 150/5200-37.

- Prepare Engineer's Report

  Report shall be prepared in accordance with FAA Advisory Circular 150/5300-9B.

- 90% QA/QC Review

  Prepare 90% review set of plan and project manual, perform quality assurance / quality control review prior to finalizing 90% plans for submittal to Owner.

- 90% Plans and Project Manual

  Develop and finalize 90% plans and project manual.

- 100% QA/QC Review

  Prepare 100% review set of plans and project manual, perform final quality assurance / quality control review prior to finalizing 100% plans for submittal to Owner.

- 100% Plans and Project Manual

  Complete plan set to include, at minimum:

  COVER SHEET (1)
  SUMMARY OF QUANTITIES & INDEX OF DRAWINGS (1)
  BID SCHEDULE LAYOUT PLAN (1)
  GENERAL CONTRACT NOTES (1)
  OVERALL SITE PLAN (2)
  PHASING PLANS (5)
  SAFETY PLAN AND NOTES (2)
  HORIZONTAL AND VERTICAL CONTROL PLAN (2)
  EXISTING CONDITIONS (5)
  GEOTECHNICAL BORE LOGS (5)
  DEMOLITION PLANS (5)
  TYPICAL PAVEMENT SECTION DETAILS AND NOTES (1)
  PAVING AND GEOMETRY PLANS (5)
  PAVEMENT DETAILS (1)
  PLAN AND PROFILE SHEETS (5)
  GRADING PLANS (5)
  EROSION CONTROL PLAN (1)
  EROSION CONTROL DETAILS (1)
  PAVEMENT MARKING LAYOUT PLAN (5)
  PAVEMENT MARKING DETAILS AND NOTES (1)
  CROSS SECTIONS (4)

  for an estimated total of ***59 Sheets*** per plan set. Slight variation may occur to this list depending upon the scale chosen by the CONSULTANT.

  Complete the project manual:

  FAA Standard Specifications (latest edition at the time of execution of this Task Authorization) will be used as a basis in the preparation of the technical specifications for the PROJECT. CONSULTANT may make modification(s) to these standards provided the changes are approved by CITY, FAA and FDOT. CITY will be responsible for approving these prior to the coordination of Issued for Bid documents.

- Prepare Construction Safety and Phasing Plan (CSPP) Report

  CSPP report shall be prepared in accordance with AC 150/5370-2F and will be submitted to FAA.

Bidding Phase Services

- Bidding Assistance

  Assist CITY in advertising and obtaining bids for the prime contract(s) for construction, materials, equipment and services. CONSULTANT will issue bidding and contract documents to all prospective bidders and maintain current a list of plan holders. A non-refundable fee will be charged to prospective bidders by CONSULTANT.

- Pre-bid Conference

  Prepare for and attend one pre-bid conference in conjunction with CITY staff to outline the project and answer questions from interested contractors.

- Respond to Bidder's Inquiries

  Assist CITY in preparing addenda as appropriate to interpret, clarify or expand the Bidding Documents within the bid period and upon approval by the CITY, issue addenda.

- Evaluate Bids and Recommend Award

  Prepare bid tabulation summary and assist the CITY in evaluating bids or proposals and in assembling contracts for construction, materials, equipment and services. Provide written recommendations to the CITY for the award of construction contract to the lowest responsible bidder.

Construction Phase Services

- Prepare Construction Contract and Notices

  Assist the CITY in preparation of the contract with the successful bidder; coordinate review with the CITY's legal counsel. It is anticipated that one (1) construction contract will be awarded. Notices of Intent to Award, Procure and Proceed will be prepared and coordinated with the CITY and the selected contractor.

- Preconstruction Meetings

- Conduct Pre-Construction Conference

  Prepare for, attend and conduct one pre-construction conference with the successful 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. CONSULTANT will prepare the minutes of the pre-construction conference and distribute to the list of attendees.

- Office Support

  Provide office support during construction. Set up files, prepare correspondence, prepare change orders, review daily construction reports, review material test reports, and coordinate efforts with the selected contractor.

- Shop Drawings

  Receive shop drawings from the selected contractor. Determine conformance with the design concept of the Project and information given in the technical specifications. Determine the acceptability, subject to CITY and 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. CONSULTANT shall provide a copy of all approved submittals to CITY. CONSULTANT will develop and maintain logs of submittals and track through satisfactory compliance with the contract documents.

- Site Visits/Construction Meetings

  Site visits by the CONSULTANT will provide nine (9) site visits during construction.

- Interpret Plans/Request For Information (RFI)

  Issue necessary interpretations and clarifications to the contract documents as may be required. Questions that may arise will be in the form of RFI's from the contractor to the CONSULTANT. CONSULTANT will review the requests and inform CITY of the nature of request and proposed response. CITY will review and advise CONSULTANT of any changes to the response. CONSULTANT will issue final response to the contractors.

- Change Orders

  Review and evaluate proposals and prepare change orders as required and as may be initiated or recommended by the CITY, CONSULTANT, or the selected contractor.

- Schedule Coordination and Tracking

- Review Contractor's Applications for Payment

  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, CONSULTANT 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. CONSULTANT 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.

- Substantial Completion Inspection

  Attend one (1) Substantial Completion Inspection meeting and prepare a summary report/brief of the contractor's work.

- Perform Final Inspection of the Completed Project

  Attend one (1) Final Inspection meeting and prepare a summary report/brief of the contractor's work.

- Perform Follow-up Inspections

  Attend up to one follow-up inspection as required.

- Review Contractor's Record Information

- Contractor's Closeout/Final Payment

  Ensure the contractor has met all obligations prior to final payment (retainage release). Also, CONSULTANT will ensure that the contractor follows closeout procedures in strict accordance with the contract documents.

- SWFWMD Permitting/Agency Statement of Completion

  CONSULTANT shall prepare and submit any required documents to the appropriate agencies indicating completion of the work.

SPECIAL SERVICES

Predesign Topographical Surveys

Predesign topographical surveys will include establishing horizontal and vertical control, detailing existing conditions, identifying drainage and airfield electrical conditions in support of design related tasks.

Predesign Geotechnical Investigation

A detailed geotechnical investigation will be performed to collect subsoil information for the design of the project. SPT borings to a depth of 10 feet will be performed and will include pavement cores in adjacent paved areas. Information collected will include existing pavement section dimensions, estimated seasonal high groundwater elevations, and CBR tests. Field and laboratory soil testing data and results will be issued in a Geotechnical Report.

Grant Administration/Budget Tracking/FAA Quarterly Report(s) – Design through Bidding

The CONSULTANT will assist the CITY with tracking of the budget and updating estimates to complete the project on a monthly basis during the design and bidding phases.

SWFWMD Permitting/Agency Coordination

The CONSULTANT will prepare and submit the required SWFWMD stormwater permit application and coordinate with the agency through the CITY's receipt of a permit.

Update ALP

The existing airport ALP will be updated to reflect the PROJECT.

OE/AAA Filing

Submit a 7460-1, Notice of Proposed Construction or Alteration, case application for the PROJECT online through the OE/AAA website for FAA review.

FAA Project Application

The CONSULTANT will assist the CITY with the preparation and submission of the Project Application for Federal Assistance.
r Alteration, case application for the PROJECT online through the OE/AAA website for FAA review.

RPR Services

Resident Project Representative (RPR) Services will consist of providing a PART-TIME RPR for the duration of the construction of the Project, including lead and lag time for Project start-up and closeout

purposes. A specific breakdown of these costs is shown as a supplemental attachment to the Professional Services Fee Breakdown.

- Review the Contract Drawings and Technical Specifications to the extent necessary to become familiar with the Project requirements and to understand the design intent.
- Meet with the CITY to coordinate the construction of the Project.
- Become familiar with the contractor's construction work schedule that identifies the various items of work required to complete the Project.
- Attend pre-construction conference.
- Review and become familiar with contractor's approved quality control plan (if required) for P-401 (or equivalent) bituminous pavement testing requirements.
- Review and become familiar with the acceptance testing requirements for various phases of work.
- Monitor performance of the contractor and require correction of work that does not meet plans and specifications.
- Determine test sites, and coordinate and monitor testing.
- Interpret plans and specifications.
- Resolve minor field problems.
- Maintain Project records.
- Review and approve requests for payment to the contractor. CONSULTANT will provide written recommendation to CITY for pay application processing.
- Conduct periodic "threshold" construction observations.
- Maintain a Project log to correspond with construction observations.
- Maintain up-to-date records on quantities of work performed and quantities of materials in place.
- Review payrolls and, through interviews with work force, determine if correct wages are being paid.
- Conduct final walk-through and assist in the preparation of a final "punch list".
- Attend construction meetings.

Quality Assurance Testing

The CONSULTANT will provide Quality Assurance Testing to ensure the all contractual requirements are met in accordance with the plans and specifications during construction.

Grant Administration/Budget Tracking/FAA Quarterly Report(s) – Construction

The CONSULTANT will assist the CITY with tracking of the budget and updating estimates to complete the project on a monthly basis during the construction phase.

Project Closeout Report

The CONSULTANT will prepare project closeout documentation for the purposes of closing out the AIP Grant and Joint Participation Agreement (JPA) between the CITY and the FAA and FDOT.

Record Drawings

The CONSULTANT shall develop record drawings for the completed Project.

ADDITIONAL SERVICES

When required by the CITY or the Contract Documents in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances may require, additional services of the types previously described. These services are not included as part of Basic or Special Services. CONSULTANT shall advise CITY promptly prior to starting any such Additional Services which will be paid for by CITY in accordance with the Task Authorization or Amendment thereto.

- Services in connection with work directive changes and change orders requested by CITY not covered by the Basic or Special Services.
- 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.
- Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 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.
- Services resulting from revisions and rebidding should the CITY reject bids.
- Preparation of modifications to the PROJECT requested by permitting agencies.
- Threatened or Endangered Species permitting/investigation.
- Environmental Mitigation.

DBE GOAL

In accordance with the FDOT Joint Participation Agreement a specific DBE goal for this PROJECT is not required to be met. However, CONSULTANT will make a good faith effort to provide for DBE participation whenever possible.

QUANTITIES AND PROBABLE COST ESTIMATES

- The CONSULTANT shall develop estimates of quantities of the various items required for the construction of the PROJECT.
- The CONSULTANT shall prepare an estimate of probable cost to construct the PROJECT. If prior

to bidding phase the CITY wishes greater assurance as to construction cost than what is shown in Article 21 (Limitations on Cost Estimates) of the General Consulting Agreement, the CITY shall employ an independent cost estimator.

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.

- In the absence of other known standards identified herein, all contract documents (front end, technical specifications and construction drawings) will be developed utilizing CONSULTANT'S selected format.

- All construction drawings will be 11" x 17" or 22" x 34" and will be created in AutoCAD.

- Specifications, reports and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word.

- CONSULTANT'S Project Manager and Project Engineer, as necessary, will attend the following PROJECT meetings during the course of performance of this Task Authorization. These meetings will be held at the Airport Terminal Building and include:

  (1) Pre-Design Meeting
  (1) Pre-Bid Meeting
  (1) Pre-construction Conference
  (12) Site visit during construction
  (1) Substantial Completion Inspection
  (1) Final Inspection

- All data collection efforts (survey, geotechnical, etc.) requiring CONSULTANT or its subconsultant's personnel to be within the safety area of runways will be performed during daylight hours with the appropriate runway closed unless otherwise directed by the CITY.

- All as-built drawings necessary for the development of the base plans for the PROJECT will be compiled and provided to CONSULTANT by CITY.

- The work shall be completed in accordance with the schedule provided during PROJECT Initiation (Preliminary Design Phase). Failure of the CITY and/or FDOT to meet the deliverable dates for provision of review comments may be justification for obtaining schedule extensions.

- CONSULTANT will transmit 100% review submissions to the CITY and each submission shall be limited to 1 set (1 set equals the construction contract documents). Drawings will be blacklines.

- Costs for additional services will be negotiated once more definitive information regarding construction duration is determined.

- Bid documents will be produced by the CONSULTANT for distribution to potential bidders. Drawings will be blacklines.

- All permits required as a result of this project other than mentioned herein shall be identified by the CONSULTANT in the contract documents and shall be obtained by either the CITY or the successful Contractor as appropriate prior to the beginning of the construction of the PROJECT.

- All of the work in this PROJECT will be developed into one bid package as identified in the Project Description section.

- At this time, it is understood that an Environmental Assessment, Environmental Impact Statement, or a Development of Regional Impact is not required for the PROJECT.

- At this time, it is understood that permitting for Threatened or Endangered Species is not required for the PROJECT.

CITY'S RESPONSIBILITIES

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

- Designate a person to act as CITY'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 CITY's policies and decisions with respect to the CONSULTANT's services for the PROJECT.

- Provide all criteria and full information as to CITY's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the Drawings and Specifications.

- 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.

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

    - 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;

    - copy of Electrical Plans or other pertinent electrical information;

    - property, boundary, easement, right-of-way, topographic and utility surveys;

    - other pertinent documents; and

    - appropriate professional interpretations of all of the foregoing

  all of which CONSULTANT may use and rely upon in performing services under this Agreement.

- Provide location of survey reference points and provide basis for vertical information. (ie: State plane, random, airport specific)

- The CITY will be responsible for stormwater management application fees at the time of submission of the permit as necessary.

PERIODS OF SERVICE

The provisions of the Task Authorization and the various rates of compensation for CONSULTANT's services provided for elsewhere in this Task Authorization have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion of the Construction Phase. CONSULTANT's obligation to render services herein will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the PROJECT including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in this Task Authorization and if such dates are exceeded by six months through no fault of CONSULTANT or schedules are accelerated at CITY's request, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

END OF WRITTEN SCOPE OF SERVICES

ATTACHMENT NO. 2

FEE BREAKDOWN

SUMMARY OF DESIGN THROUGH CONSTRUCTION PHASE SERVICES

Engineering Costs

Basic Services		
B1	Preliminary Design Phase Services	$44,786
B2	Final Design Phase Services	$80,794
B3	Bidding Phase Services	$11,296
B4	Construction Phase Services	$57,700
	Subtotal Basic Services Costs	**$194,576**
Special Services		
S1	Predesign Topographical Surveys*	$5,886
S2	Predesign Geotechnical Investigation*	$6,886
S3	Grant Administration/Budget Tracking/Quarterly Reports (Design)	$3,124
S4	SWFWMD Permitting/Agency Coordination*	$6,336
S5	Update ALP	$1,015
S6	OE/AAA Filing	$440
S7	FAA Project Application	$2,611
S8	Construction Management Plan	$2,721
S9	RPR Services	$52,890
S10	Quality Assurance Testing*	$26,382
S11	Grant Administration/Budget Tracking/Quarterly Reports (Construction)	$4,484
S12	Project Closeout Report	$4,239
S13	Record Drawings	$3,497
	Subtotal Special Services Costs	**$120,511**
	TOTAL NOT-TO-EXCEED FEES FOR SERVICES UNDER THIS AGREEMENT	**$315,087**

* Denotes subconsultant activities within all or part of service
B = Basic Service
S = Special Service

AmHerst Consulting Company
Professional Services Fee Breakdown
Rehabilitate Runway 5-23 & Associated Work
Basic & Special Services

ITEM	DESCRIPTION	Hourly Breakdown								Total Labor Cost	Total Expenses	Total Sub Cost	Total Cost
		Principal $185.00	Project Manager $170.00	Senior Engineer $135.00	Project Engineer $110.00	Engineer $100.00	Senior Designer $90.00	CAD Technician $75.00	Admin/ Clerical $48.00				
	BASIC SERVICES												
B1	***Preliminary Design Phase Services***												
	Project Initiation/Coordination	1	4						4		$150.00		
	Develop Subconsultant Agreements	1	8						4				
	Preliminary Investigation		8	4							$150.00		
	Analyze Geotech Report & Survey Data		2	6					2				
	Define Pavement Design Parameters		8	8	8								
	Develop Pavement Design	1	2	8	10		2						
	Coordinate Project Layout & Preliminary Phasing Plans		4	8	12	12	40	40	8				
	30% QA/QC Review	1	4	8					2				
	30% Plans		12	28	36	16	40	20	12				
	Predesign Conference		6	6							$150.00		
	Subtotals	4	58	76	66	28	82	60	32				
	Item Totals	**$740.00**	**$9,860.00**	**$10,260.00**	**$7,260.00**	**$2,800.00**	**$7,380.00**	**$4,500.00**	**$1,536.00**	**$44,336.00**	**$450.00**	**$0.00**	**$44,786.00**
B2	***Final Design Phase Services***												
	Coordination of Results of Predesign Conference	1	4	4			2		2				
	Identify Deviations		2	6									
	60% Project Manual		6	4	8	16			12				
	Opinion of Probable Cost		2	4	4		8	4	1				
	SRM Evaluation		2	2	4				1				
	Engineer's Report		4	16	16				6		$50.00		
	90% QA/QC Review	1	8	8					2		$200.00		
	90% Plans and Project Manual	1	16	24	32	40	80	100	16		$150.00		
	100% QA/QC Review	1	8	8					2		$200.00		
	100% Plans and Project Manual	1	12	24	32	40	40	60	8				
	CSPP Report	1	6	16	16	8	8	16	8		$100.00		
	Subtotals	6	70	116	112	104	138	180	58				
	Item Totals	**$1,110.00**	**$11,900.00**	**$15,660.00**	**$12,320.00**	**$10,400.00**	**$12,420.00**	**$13,500.00**	**$2,784.00**	**$80,094.00**	**$700.00**	**$0.00**	**$80,794.00**
B3	***Bidding Phase Services***												
	Bidding Assistance	1	2	8	8				8				
	Prebid Conference		8	8			8		4		$150.00		
	Respond to Bidder's Inquiries		8	8	4				8				
	Evaluate Bids and Recommend Award	1	2	2	4		2		2		$150.00		
	Subtotals	2	20	26	16	0	10	0	22				
	Item Totals	**$370.00**	**$3,400.00**	**$3,510.00**	**$1,760.00**	**$0.00**	**$900.00**	**$0.00**	**$1,056.00**	**$10,996.00**	**$300.00**	**$0.00**	**$11,296.00**
B4	***Construction Phase Services***												
	Prepare Construction Contract and Notices		8	12					8				
	Preconstruction Meetings		8	8			8		8		$150.00		
	Prepare for, Attend and Conduct Preconstruction Conference		12	12							$50.00		
	Office Support	1	42	24				8	16				
	Shop Drawings		6	16					6				
	Site Visits/Construction Meetings (9)		40	18							$1,100.00		
	Interpret Plans/Request For Information (RFI)		8	8									
	Change Orders		8	4					12				
	Schedule Coordination and Tracking		8	8									
	Review Contractor's Applications for Payment		8	4									
	Substantial Completion Inspection	1	8	8					3		$50.00		
	Perform Final Inspection of the Completed Project		8	8					2		$50.00		
	Perform Follow-Up Inspections	1	8	8									
	Review Contractor's Record Information		4	4									
	Contractor's Closeout/Final Payment	1	8	4									
	SWFWMD Statement of Completion		2	2									
	Subtotals	4	186	148	0	0	8	8	55				
	Item Totals	**$740.00**	**$31,620.00**	**$19,980.00**	**$0.00**	**$0.00**	**$720.00**	**$600.00**	**$2,640.00**	**$56,300.00**	**$1,400.00**	**$0.00**	**$57,700.00**
						Subtotal Basic Services				**$135,426.00**	**$2,850.00**	**$0.00**	**$194,576.00**

AmHerst Consulting Company
Professional Services Fee Breakdown
Rehabilitate Runway 5-23 & Associated Work
Basic & Special Services

ITEM	DESCRIPTION	Hourly Breakdown											
		Principal $185.00	Project Manager $170.00	Senior Engineer $135.00	Project Engineer $110.00	Engineer $100.00	Senior Designer $90.00	CAD Technician $75.00	Admin/ Clerical $48.00	Total Labor Cost	Total Expenses	Total Sub Cost	Total Cost
	SPECIAL SERVICES												
S1	Predesign Topographical Surveys*	0	4	6	0	0		4	2				
	Item Totals	$0.00	$680.00	$810.00	$0.00	$0.00	$0.00	$300.00	$96.00	$1,886.00		$4,000.00	**$5,886.00**
S2	Predesign Geotechnical Investigation*	0	4	6	0	0		4	2				
	Item Totals	$0.00	$680.00	$810.00	$0.00	$0.00	$0.00	$300.00	$96.00	$1,886.00		$5,000.00	**$6,886.00**
S3	Grant Administration/Budget Tracking/Quarterly Reports (Design)	2	4	6	8	0	0	0	8				
	Item Totals	$370.00	$680.00	$810.00	$880.00	$0.00	$0.00	$0.00	$384.00	$3,124.00			**$3,124.00**
S4	SWFWMD Permitting/Agency Coordination*	0	4	6	40	0	0	2	2				
	Item Totals	$0.00	$680.00	$810.00	$4,400.00	$0.00	$0.00	$150.00	$96.00	$6,136.00	$200.00		**$6,336.00**
S5	Update ALP	0	1	1	0	0	4	2	0				
	Item Totals	$0.00	$170.00	$135.00	$0.00	$0.00	$360.00	$150.00	$0.00	$815.00	$200.00		**$1,015.00**
S6	OE/AAA Filing	0	1	2	0	0	0	0	0				
	Item Totals	$0.00	$170.00	$270.00	$0.00	$0.00	$0.00	$0.00	$0.00	$440.00			**$440.00**
S7	FAA Project Application	1	4	6	4	4		0	2				
	Item Totals	$185.00	$680.00	$810.00	$440.00	$400.00	$0.00	$0.00	$96.00	$2,611.00			**$2,611.00**
S8	Construction Management Plan	1	8	8				0	2				
	Item Totals	$185.00	$1,360.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$96.00	$2,721.00			**$2,721.00**
S9	RPR Services (separate attachment)	0	0	0	0	0	0	0	0				
	Item Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,360.00	$5,530.00		**$52,890.00**
S10	Quality Assurance Testing (Subconsultant - separate attachment)	0	0	0	0	0	0	0	0				
	Item Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$26,382.00	**$26,382.00**
S11	Grant Administration/Budget Tracking/Quarterly Reports (Construction)	2	12	6	8	0	0	0	8				
	Item Totals	$370.00	$2,040.00	$810.00	$880.00	$0.00	$0.00	$0.00	$384.00	$4,484.00			**$4,484.00**
S12	Project Closeout Report	1	8	16	0	0	0	0	8				
	Item Totals	$185.00	$1,360.00	$2,160.00	$0.00	$0.00	$0.00	$0.00	$384.00	$4,089.00	$150.00		**$4,239.00**
S13	Record Drawings	1	4	4	0	0	0	24	4				
	Item Totals	$185.00	$680.00	$540.00	$0.00	$0.00	$0.00	$1,800.00	$192.00	$3,397.00	$100.00		**$3,497.00**
	Subtotal Special Services									**$78,949.00**	**$6,180.00**	**$35,382.00**	**$120,511.00**
	TOTAL BASIC & SPECIAL SERVICES									**$214,375.00**	**$9,030.00**	**$35,382.00**	**$315,087.00**

* Denotes subconsultant activities within all or part of service

AVON PARK EXECUTIVE AIRPORT

REHABILITATE RUNWAY 5-23 & ASSOCIATED WORK

RPR FEE ESTIMATE

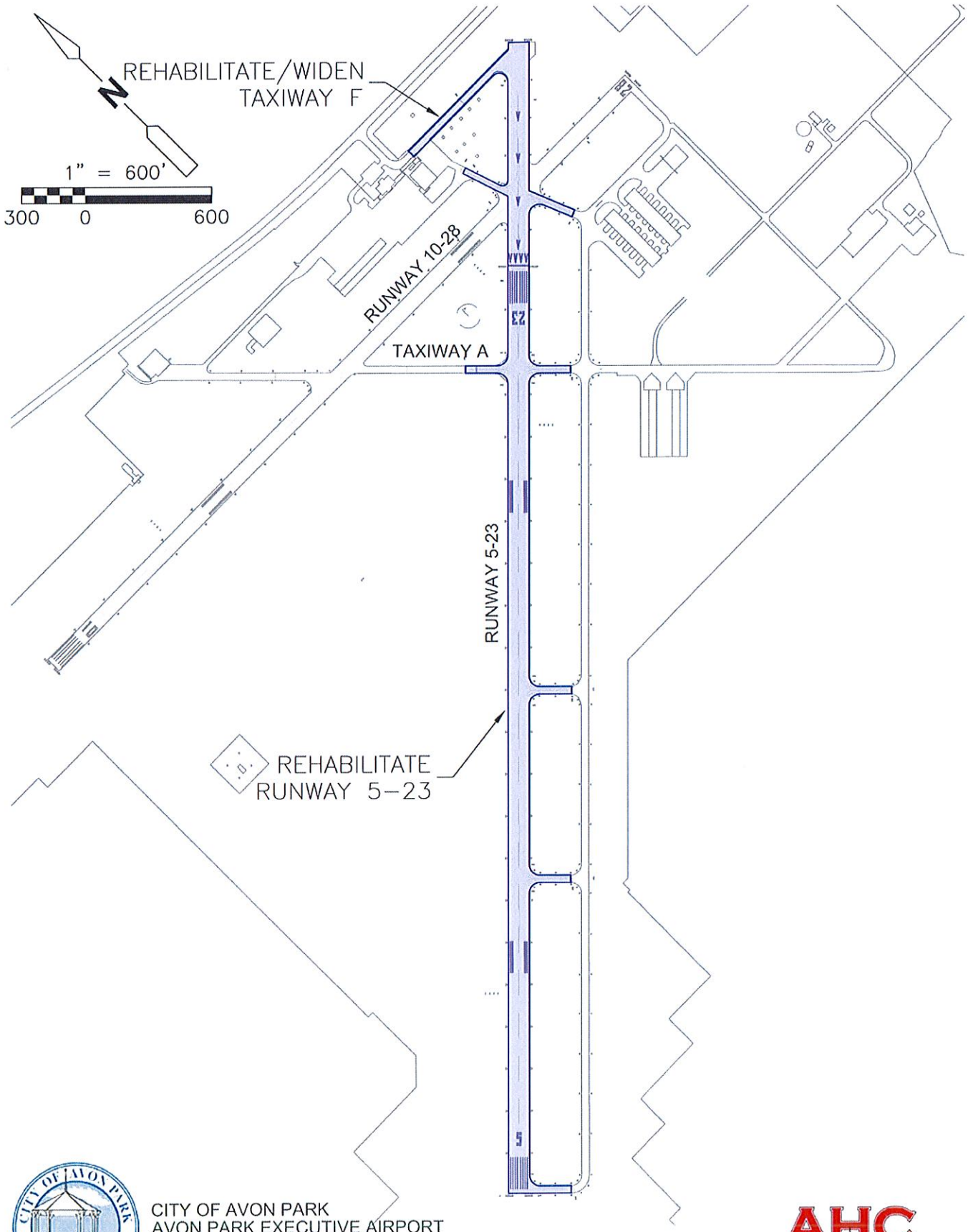
Item	Description	Unit	QTY	Unit Rate	TOTAL
1	**Construction Period**	**CAL DAY**	**60**	***BASIC ASSUMPTIONS***	
2	**Resident Project Representative On Site**	**CONTRACT CAL DAY**	**43**	***BASIC ASSUMPTIONS***	
		On Site Hours/DAY	**8**		
	On Site Hours (8 REG/DAY)	hr	344	$ 85.00	$ 29,240.00
	On Site Hours (2 OT/DAY)	hr	86	$ 100.00	$ 8,600.00
3	**Resident Project Representative Procurement/Close-Out**	**CONTRACT CAL DAY**	**14**	***BASIC ASSUMPTIONS, CONTRACTOR'S CONSTRUCTION TIMES***	
		Hours/DAY	**8**		
	Off Site Office Hours (8 REG/DAY)	hr	112	$ 85.00	$ 9,520.00
4	**Resident Project Representative Expenses**			***see attached support***	
	Adjusted Perdiem (ref. FL 2015 GSA - Highlands - No date)	perdiem	1	$ 4,470.00	$ 4,470.00
	Travel - weekly round trip mileage	miles	1500	$ 0.560	$ 840.00
	Tolls	RT	9	$ -	$ -
	Travel - on-site mileage	miles	215	$ 0.560	$ 120.00
5	**Office Equipment/ Supplies**				
	Supplies/Misc. Expenses	LS	1	$ 100.00	$ 100.00
				RPR FEE ESTIMATE	**$ 52,890.00**

AVON PARK EXECUTIVE AIRPORT

REHABILITATE RUNWAY 5-23 & ASSOCIATED WORK

CMT ESTIMATE

Item	Description	Bid Schedule		CMT Estimate		Unit	TOTAL
		Unit	QTY	QTY	Unit Rate		
P-152	**Earthwork**	**SY**	**850**	***(Estimates 500 SY/LOT)***			
	Proctor (min. 3 pick up in same trip)			3	$ 35.00	ea	$ 105.00
	Densities (Minimum 5/trip - ASTM D 1556)			5	$ 35.00	ea	$ 175.00
P-211	**Limerock Base Course (6")**	**SY**	**750**	***(Estimates 500 SY/LOT)***			
	Depth Checks (by RPR via elevations)			0	$ 50.00	ea	$ -
	LBR			1	$ 300.00	ea	$ 300.00
	Particle Size			1	$ 45.00	ea	$ 45.00
	Atterburgs			1	$ 85.00	ea	$ 85.00
	Organic Content			1	$ 45.00	ea	$ 45.00
	Densities (Minimum 5/trip - ASTM D 1556)			10	$ 35.00	ea	$ 350.00
P-401	**Bituminous Surface Course**	**TON**	**8400**	***(Estimates 400 TN/DAY Production Rate, excl. Test Strip)***			
	Based on 22 LOTs, incl. Test Strip	***LOTS***	***13***				
	LOT (Lab personnel REG)			104	$ 65.00	hr	$ 6,760.00
	LOT (Lab personnel OT)			26	$ 85.00	hr	$ 2,210.00
	LOT (SR PE)			13	$ 128.00	hr	$ 1,664.00
	LOT (Admin)			13	$ 47.00	hr	$ 611.00
	Pre-Pave Conference			4	$ 128.00	hr	$ 512.00
	Shop Drawing/Job set-up (PE)			2	$ 105.00	hr	$ 210.00
	Shop Drawing/Job Admin			2	$ 47.00	hr	$ 94.00
	Misc. support/meetings, etc. (SR PE)			8	$ 128.00	hr	$ 1,024.00
	Misc. support/meetings, etc. (Plant Tech)			4	$ 65.00	hr	$ 260.00
	Field and Laboratory Contingencies						
	Stand By Time (field tech)			60	$ 45.00	hr	$ 2,700.00
	Min 5/trip consideration			2	$ 600.00	est	$ 1,200.00
	PM Time			32	$ 160.00	hr	$ 5,120.00
	Administrative/Technical Typist			8	$ 47.00	hr	$ 376.00
	Travel/Expenses			1	$ 2,536.00	LS	$ 2,536.00
CONSTRUCTION MATERIALS TESTING (CMT) FEE ESTIMATE							**$ 26,382.00**



CITY OF AVON PARK
AVON PARK EXECUTIVE AIRPORT
AVON PARK, FLORIDA
REHABILITATE RUNWAY 5-23 &
ASSOCIATED WORK

AHC
AMHERST CONSULTING

E·8

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

INTERLOCAL AGREEMENT FOR CREATION OF THE HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this 23rd day of February, 2015, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the Counties of DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee; the Cities of Avon Park and Sebring, collectively known as "the parties."

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Heartland Regional Transportation Planning Organization (HRTPO) for the Sebring-Avon Park urbanized area, herein after referred to as "the Metropolitan Planning Organization" or "the MPO". Further, the parties approved by unanimous vote an apportionment and boundary plan for presentation to the Governor on the 27th day of May, 2014;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 17th day of November, 2014, approved the apportionment and boundary plan submitted by the MPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1
RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long

Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2
PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the MPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

(a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible, transportation-related fuel consumption and air pollution;

(b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;

(c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;

(d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337and 5339, 5340; and

(e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities that are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

(a) The LRTP;

(b) The TIP;

(c) The UPWP;

(d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;

(e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;

(f) Assisting the Department in mapping transportation-planning boundaries required by state or federal law;

(g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and

(h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans. Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3
MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Heartland Regional Transportation Planning Organization.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such

data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

ARTICLE 4
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The membership of the governing board shall consist of 12 voting members. Representatives of FDOT shall serve as non-voting advisors to the governing board. The names of the local governmental entities that are members of the MPO and the voting apportionment of the governing board as approved by the Governor shall be as follows:

DeSoto County – 1 voting member – weight per vote 13.76%
Glades County – 1 voting member – weight per vote 5.08%
Hardee County – 1 voting member – weight per vote 10.94%
Hendry County – 1 voting member – weight per vote 15.45%
Highlands County – 5 voting members – weight per vote 6.27%
Okeechobee County – 1 voting member – weight per vote 15.78%
City of Avon Park – 1 voting member – weight per vote 3.49%
City of Sebring – 1 voting member – weight per vote 4.14%

(b) Voting members shall be elected officials of general-purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. All individuals acting as a representative of the governing board of the county, city, or authority shall first be selected by that governing board.

(c) The voting membership of an MPO shall consist of not fewer than 5 or more than 25 apportioned members, with the exact number to be determined on an equitable geographic-population ratio basis, based on an agreement among the affected units of general-purpose local government and the Governor, as required by federal regulations and shall be in compliance with 339.175(3) F.S. With the exception of instances in which all of the county commissioners in a single-county MPO are members of the MPO governing board, county commissioners shall compose at least one-third of the MPO governing board membership. A multicounty MPO may satisfy this requirement by any combination of county commissioners from each of the counties constituting the MPO. Further, the county commissioners shall compose not less than 20 percent of the MPO membership if an official of an agency that operates or administers a major mode of transportation has been appointed to the MPO.

(d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible representatives of that governmental entity.

Section 4.02. Terms. The term of office of members of the governing board shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governing board of the entity represented by the member. The original appointing entity shall fill a vacancy. A member may be appointed for one or more additional four-year terms.

ARTICLE 5
AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

(a) As provided in Section 339.175(6)(g), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;

(b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;

(d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;

(e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein, provided that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and

(f) The MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the MPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), F.S., the MPO shall be liable for any liabilities incurred by the MPO, and the MPO may respond to such liabilities through the purchase of insurance or

bonds, the retention of legal counsel, the approval of settlements of claims by its governing board, or in any other manner agreed upon by the MPO. Nothing contained herein shall constitute a waiver by the MPO or any party of its sovereign immunity or the provisions of section 768.28, F.S.;

(d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget that shall operate on a fiscal year basis consistent with any requirements of the UPWP;

(e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;

(f) As provided in Section 339.175(10)(a), F.S., the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

(g) Perform such other tasks presently or hereafter required by state or federal law;

(h) Execute certifications and agreements necessary to comply with state or federal law; and

(i) Adopt operating rules and procedures.

ARTICLE 6
FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. The Department shall allocate to the MPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula. To the extent that funding of transportation planning and programming duties of the MPO by the Department is insufficient, the balance shall be funded by Highlands County, unless otherwise agreed to by the parties to this Interlocal Agreement. Expenditure of funds for transportation planning and programming duties of the MPO in excess of funding provided by the Department shall require the approval of Highlands County.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.

(b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7
MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

(a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.

(b) Withdrawal procedure. Any party, except Highlands County, the urbanized areas of Avon Park and Sebring, and the United States Bureau of the Census designated largest incorporated city, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested, addressed as follows:

Chairperson
Desoto County Board of County Commissioners
201 E. Oak Street
Arcadia, Florida 34266

Chairperson
Glades County Board of County Commissioners
500 Avenue J
Moore Haven, Florida 33471

Chairperson
Hardee County Board of County Commissioners
412 W Orange St, Rm. 103
Wauchula, Florida 33873

Chairperson
Hendry County Board of County Commissioners
P.O. Box 2340
LaBelle, FL 33975

Chairperson
Highlands County Board of County Commissioners
600 South Commerce Ave
Sebring, Florida 33870

Chairperson
Okeechobee County Board of County Commissioners
304 NW 2nd Street, Room 123
Okeechobee, Florida 34972

Mayor
City of Avon Park

110 E. Main Street
Avon Park, Florida 33825

Mayor
City of Sebring
386 S. Commerce Ave
Sebring, Florida 33870

Florida Department of Transportation
801 N. Broadway Ave.
P.O. Box 1249
Bartow, Florida 33831-1249

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

(a) Drafters of the Interlocal Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.

(b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:

(1) The singular of any word or term includes the plural;

(2) The masculine gender includes the feminine gender; and

(3) The word "shall" is mandatory, and "may" is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

(a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above-designated MPO.

Signed, Sealed and Delivered in the presence of:

PASSED AND ADOPTED this _____day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

By:_____
William R. Handley, Chairman

[Seal]

ATTEST:
ROBERT W. GERMAINE, CLERK OF THE COURT
HIGHLANDS COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
HIGHLANDS COUNTY ATTORNEY'S OFFICE

BY: _____
J. Ross Macbeth, Esq.

(Signature Pages Continue)

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above-designated MPO.

Signed, Sealed and Delivered in the presence of:

PASSED AND ADOPTED this 23rd day of February, 2015.

CITY COUNCIL OF THE CITY OF AVON PARK, FLORIDA

By:_____
Sharon Schuler, Mayor

[Seal]

ATTEST:
MARIA SUTHERLAND, CITY CLERK

BY: _____

APPROVED AS TO FORM:
CITY OF AVON PARK ATTORNEY'S OFFICE

BY: _____
Gerald T. Buhr, Esq.

(Signature Pages Continue)

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above-designated MPO.

Signed, Sealed and Delivered in the presence of:

PASSED AND ADOPTED this _____day of _____, 2015.

CITY COUNCIL OF THE CITY OF
SEBRING, FLORIDA

By:_____
John Shoop, Mayor

[Seal]

ATTEST:
KATHY HALEY, CITY CLERK

BY: _____

APPROVED AS TO FORM:
CITY OF SEBRING ATTORNEY'S OFFICE

BY: _____
Robert S. Swaine, Esq.

(Signature Pages Continue)

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above-designated MPO.

Signed, Sealed and Delivered in the presence of:

PASSED AND ADOPTED this _____day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA

By:_____
_____, Chairman

[Seal]

ATTEST:
_____, CLERK OF THE COURT
DESOTO COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
DESOTO COUNTY ATTORNEY'S OFFICE

BY: _____
_____, Esq.

(Signature Pages Continue)

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above-designated MPO.

Signed, Sealed and Delivered in the presence of:

PASSED AND ADOPTED this _____day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
GLADES COUNTY, FLORIDA

By:_____
_____, Chairman

[Seal]

ATTEST:
_____, CLERK OF THE COURT
GLADES COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
GLADES COUNTY ATTORNEY'S OFFICE

BY: _____
_____, Esq.

(Signature Pages Continue)

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above-designated MPO.

Signed, Sealed and Delivered in the presence of:

PASSED AND ADOPTED this _____day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

By:_____
_____, Chairman

[Seal]

ATTEST:
_____, CLERK OF THE COURT
HARDEE COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
HARDEE COUNTY ATTORNEY'S OFFICE

BY: _____
_____, Esq.

(Signature Pages Continue)

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above-designated MPO.

Signed, Sealed and Delivered in the presence of:

PASSED AND ADOPTED this _____day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
HENDRY COUNTY, FLORIDA

By:_____
_____, Chairman

[Seal]

ATTEST:
_____, CLERK OF THE COURT
HENDRY COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
HENDRY COUNTY ATTORNEY'S OFFICE

BY: _____
_____, Esq.

(Signature Pages Continue)

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above-designated MPO.

Signed, Sealed and Delivered in the presence of:

PASSED AND ADOPTED this _____day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
OKEECHOBEE COUNTY, FLORIDA

By:_____
_____, Chairman

[Seal]

ATTEST:
_____, CLERK OF THE COURT
OKEECHOBEE COUNTY, FLORIDA

BY: _____

APPROVED AS TO FORM:
OKEECHOBEE COUNTY ATTORNEY'S OFFICE

BY: _____
_____, Esq.

(Signature Pages Continue)

The foregoing Interlocal Agreement for Creation of the Heartland Regional Transportation Planning Organization is approved by the State of Florida Department of Transportation.

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____
(Authorized Signature)

Legal Review:_____

Print/Type Name:_____

Title:_____

Attest:_____

E.9

Agenda Item Summary
February 23, 2015

Subject: Resolution 15-05 Budget adjustments

Item No.

Placed on Agenda by: J. Deleon

Total Amount of Project: **$500,000**

Account Number:

Staff Review: Yes

Attorney Review: Yes

Background:

- Transfer from General Fund emergency fund balance $300,000 to cover the clean-up costs of airport contamination. Additional contamination evaluations are still pending.

- Transfer $200,000 from fund balance in Sanitation fund to purchase a front-end loader to reliably service commercial accounts. We have two trucks: one truck is from 2013 and the back-up truck is from 1996 which is unreliable. The current budget allows for purchase of the truck in October 2015. This request comes 8 months early due to growth and concern of likely disruption of service with the unreliable back-up truck.

Documentation: Resolution 15-05
Budget Adjustment sheet

RESOLUTION 15-05

A RESOLUTION OF THE CITY COUNCIL OF AVON PARK FLORIDA APPROVING THE CITY MANAGER'S RECOMMENDATION AND REQUEST TO AMEND THE FY 2014-2015 BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager is authorized and directed by the City Charter to prepare and submit the budget to the City Council, and to "keep the council fully advised as to the financial condition and future needs of the city, and shall make such recommendations to the council concerning the affairs of the city as the manager deems appropriate"; and,

WHEREAS, the City Manager recommends and requests that the Fiscal Year 2014-2015 Budget be amended as provided in Attachment "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AVON PARK, FLORIDA in a public meeting assembled this 23RD day of February, 2015:

The City Council hereby approves the City Manager's recommendation and request to amend the FY 2014-2015 Budget as provided in Attachment "A".

The vote was: _____ Yeas _____ Nays _____ Absent

IN WITNESS WHEREOF, the City of Avon Park, Florida, has duly adopted this Resolution and caused it to be executed by the officers below on this 23rd day of February, 2015.

(Seal)

ATTEST:

By:_____

Maria Sutherland, City Clerk

CITY OF AVON PARK, FLORIDA

By:_____

Sharon Schuler, Mayor

APPROVED AS TO FORM:

_____

Gerald Buhr, City Attorney

	FY 2014 - 2015 Adopted Budget	Budget Amendments Increase	Budget Amendments Decrease	FY 2014 - 2015 Amended Budget
General Fund:				
Total Revenues, Other Financing Sources & Balances/Reserves:				
001-0000-389-10-00 - Fund Balance/Reserves	2,250,000	300,000		1,950,000
Expenditures:				
001-0271-519.93-10 - Operating Transfer to Airport	-	300,000		300,000
		-	-	
Airport Fund:				
Total Revenues, Other Financing Sources & Balances/Reserves:				
402-0000-381.11-00 - Operating Transfer In - General Fund	-	300,000	-	300,000
Expenditures:				
402-0542-542.46-00 - Repairs & Maintenance Services	20,000	300,000		320,000
		-	-	
Solid Waste Fund:				
Total Revenues, Other Financing Sources & Balances/Reserves:				
403-0000-389.10-00 - Fund Balance/Reserves	1,000,000	200,000		800,000
Expenditures:				
403-0451-534.64-00 - Machinery & Equipment	186,072	200,000		386,072
		-	-	

E-10

AHC
AMHERST CONSULTING

TASK AUTHORIZATION NO. 3

TO THE GENERAL CONSULTING AGREEMENT DATED SEPTEMBER 8, 2014

AMENDMENT NO.: _____ **POC NO.:** 14060.03

DATE: February 3, 2015 **CLIENT P.O. NO.:** _____

CLIENT:

City of Avon Park
100 East Main Street
Avon Park, Florida 33825

CONSULTANT:

AmHerst Consulting Company, LLC
1000 Legion Place, Suite 1285
Orlando, Florida 32801

The Consultant, AmHerst Consulting Company, LLC (AHC) is a Corporation authorized to do business in the state of Florida with offices located at the address listed above. As part of this Task Authorization, AHC will furnish the following:

Consulting Services in connection with a project identified as REHABILITATE RUNWAY 5-23 & ASSOCIATED WORK at the Avon Park Executive Airport.

The **Not-to-Exceed** cost of this Task Authorization is **$315,087.00**. Consultant services and associated task fees are identified in Attachment No. 1 and Attachment No. 2. Payment is due within 15 days of receipt and approval of invoice.

Client Concurrence:

CITY OF AVON PARK, FLORIDA

BY: _____
Authorized Signature

Sharon Schuler
Printed Name

Mayor
Title

DATE: _____

Consultant Concurrence:

AMHERST CONSULTING COMPANY, LLC

BY: _____
Authorized Signature

Todd N. Zimmerman, PE
Printed Name

Principal
Title

DATE: February 3, 2015

TASK AUTHORIZATION NO. 3
TO THE CONTRACT FOR
GENERAL CONSULTING SERVICES
BETWEEN THE
CITY OF AVON PARK
AND
AMHERST CONSULTING COMPANY

REHABILITATE RUNWAY 5-23 & ASSOCIATED WORK

FAA AIP NUMBER: TBD
FDOT FM NUMBER: TBD

ATTACHMENT NO. 1

SCOPE OF SERVICES

The following entities are referred to hereafter:

CITY (Client and Owner-City of Avon Park)
CONSULTANT (Vendor-AmHerst Consulting Company, LLC)
FAA (Federal Aviation Administration)
FDOT (Florida Department of Transportation-Aviation Division)
AVO (Avon Park Executive Airport)

PROJECT DESCRIPTION

The work associated with the PROJECT is described as:

REHABILITATE RUNWAY 5-23 AND ASSOCIATED WORK

This project will provide for the design, bidding and construction rehabilitate the pavement of Runway 5-23 and Taxiway F. Areas of the runway pavement are beginning to show reflective cracking and generate FOD. Additionally, Taxiway F is currently 25 feet wide and does not meet the FAA taxiway width criteria of 35 feet for Taxiway Design Group 2 aircraft.

OVERVIEW OF PROFESSIONAL SERVICES

In general, the professional services to be performed under this Task Authorization include:

- Inventory and preliminary investigation
- Pre-design surveys and topographic mapping
- Pre-design geotechnical investigation
- Development of Plans and Project Manual
- Bidding phase services
- Construction phase services
- Special Services

PHASES

In accordance with FAA AC 150/5100-14D, work under this Task Authorization is divided into Basic Services and Special Services. Additional Services include circumstances that may arise and are beyond the control of the CONSULTANT.

BASIC SERVICES

- Project Initiation/Coordination

  Review record drawings, interview CITY staff, visit the site and conduct a field analysis of the existing conditions pertinent to the PROJECT; prepare for and attend one kick-off meeting with CITY and others as deemed appropriate by the CITY; review scope of work and schedule; establish billing and reporting procedures; establish lines of communication, etc.

- Develop Subconsultant Agreements

  Coordinate the Subconsultant(s) on each subconsultant task.

- Preliminary Investigation

  Coordinate Predesign Geotechnical Investigation, Topographic Survey Requirements, Existing Drainage Conditions, and monitor the field activity of each.

- Analyze Geotechnical Report and Survey Data.

  Analyze geotechnical exploration test results and soils and materials test data to develop new pavement design sections and construction methodologies. Evaluate the existing topographical and drainage features. Determine existing electrical conditions and routing at the airfield within PROJECT limits.

- Define Pavement Design Parameters

  Review the adopted Master Plan, Airport Layout Plan and the geotechnical exploration report for this PROJECT and summarize the pavement design parameters. Coordinate the results with the CITY.

- Develop Pavement Design

  Based on existing soils and materials conditions and consideration of the loading of the design aircraft, assess most technically and economically appropriate alternative.

- Coordinate Project Layout & Preliminary Phasing Plans

  Prepare project layout and phasing plans for the PROJECT on base map at appropriate scale showing location of work and project construction limits, and identify all pertinent existing facilities both within and immediately adjacent to construction limits as appropriate for referencing construction project layout. Include location of contractor haul routes, construction staging area, materials storage area, waste disposal area, location of barricades, flagmen, restricted areas, plus any other applicable notes to contractor concerning required phasing and staging during construction. Incorporate comments and directions from Owner obtained during the predesign conference into plans.

- 30% QA/QC Review

  Prepare 30% review set of plans, perform quality assurance / quality control review prior to finalizing 30% plans for submittal to Owner.

- 30% Plans

  Develop and finalize 30% plans.

- Predesign Conference

  Prepare for, attend and conduct one predesign conference to outline the PROJECT and answer questions from interested parties. The CONSULTANT will prepare minutes of the predesign conference.

Final Design Phase Services

- Coordination of the Results of the Predesign Conference

  Review the predesign conference comments with the design team and coordinate necessary action with the CITY.

- Identify Deviations from FAA/FDOT Design Standards as Necessary

  Identify deviations to FAA/FDOT design standards and/or FDOT standard specifications and prepare a memorandum to the CITY explaining advantages and alternates. CONSULTANT will coordinate CITY approved deviations with FAA/FDOT through approval, as necessary.

- Prepare 60% Project Manual

  Prepare 60% review set of the project manual, perform quality assurance / quality control review.

- Prepare Final Opinion of Probable Construction Cost

- Conduct Safety Risk Management (SRM) Evaluation

  A meeting will be conducted with the CITY and FAA to develop a Safety Risk Management plan for the PROJECT in accordance with AC 150/5200-37. The plan will identify the hazards associated with the PROJECT, determine the risk, asses and analyze the risk, and treat the risk in accordance with AC 150/5200-37.

- Prepare Engineer's Report

  Report shall be prepared in accordance with FAA Advisory Circular 150/5300-9B.

- 90% QA/QC Review

  Prepare 90% review set of plan and project manual, perform quality assurance / quality control review prior to finalizing 90% plans for submittal to Owner.

- 90% Plans and Project Manual

  Develop and finalize 90% plans and project manual.

- 100% QA/QC Review

  Prepare 100% review set of plans and project manual, perform final quality assurance / quality control review prior to finalizing 100% plans for submittal to Owner.

- 100% Plans and Project Manual

  Complete plan set to include, at minimum:

  COVER SHEET (1)
  SUMMARY OF QUANTITIES & INDEX OF DRAWINGS (1)
  BID SCHEDULE LAYOUT PLAN (1)
  GENERAL CONTRACT NOTES (1)
  OVERALL SITE PLAN (2)
  PHASING PLANS (5)
  SAFETY PLAN AND NOTES (2)
  HORIZONTAL AND VERTICAL CONTROL PLAN (2)
  EXISTING CONDITIONS (5)
  GEOTECHNICAL BORE LOGS (5)
  DEMOLITION PLANS (5)
  TYPICAL PAVEMENT SECTION DETAILS AND NOTES (1)
  PAVING AND GEOMETRY PLANS (5)
  PAVEMENT DETAILS (1)
  PLAN AND PROFILE SHEETS (5)
  GRADING PLANS (5)
  EROSION CONTROL PLAN (1)
  EROSION CONTROL DETAILS (1)
  PAVEMENT MARKING LAYOUT PLAN (5)
  PAVEMENT MARKING DETAILS AND NOTES (1)
  CROSS SECTIONS (4)

  for an estimated total of ***59 Sheets*** per plan set. Slight variation may occur to this list depending upon the scale chosen by the CONSULTANT.

  Complete the project manual:

  FAA Standard Specifications (latest edition at the time of execution of this Task Authorization) will be used as a basis in the preparation of the technical specifications for the PROJECT. CONSULTANT may make modification(s) to these standards provided the changes are approved by CITY, FAA and FDOT. CITY will be responsible for approving these prior to the coordination of Issued for Bid documents.

- Prepare Construction Safety and Phasing Plan (CSPP) Report

  CSPP report shall be prepared in accordance with AC 150/5370-2F and will be submitted to FAA.

Bidding Phase Services

- Bidding Assistance

  Assist CITY in advertising and obtaining bids for the prime contract(s) for construction, materials, equipment and services. CONSULTANT will issue bidding and contract documents to all prospective bidders and maintain current a list of plan holders. A non-refundable fee will be charged to prospective bidders by CONSULTANT.

- Pre-bid Conference

  Prepare for and attend one pre-bid conference in conjunction with CITY staff to outline the project and answer questions from interested contractors.

- Respond to Bidder's Inquiries

  Assist CITY in preparing addenda as appropriate to interpret, clarify or expand the Bidding Documents within the bid period and upon approval by the CITY, issue addenda.

- Evaluate Bids and Recommend Award

  Prepare bid tabulation summary and assist the CITY in evaluating bids or proposals and in assembling contracts for construction, materials, equipment and services. Provide written recommendations to the CITY for the award of construction contract to the lowest responsible bidder.

Construction Phase Services

- Prepare Construction Contract and Notices

  Assist the CITY in preparation of the contract with the successful bidder; coordinate review with the CITY's legal counsel. It is anticipated that one (1) construction contract will be awarded. Notices of Intent to Award, Procure and Proceed will be prepared and coordinated with the CITY and the selected contractor.

- Preconstruction Meetings

- Conduct Pre-Construction Conference

  Prepare for, attend and conduct one pre-construction conference with the successful 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. CONSULTANT will prepare the minutes of the pre-construction conference and distribute to the list of attendees.

- Office Support

  Provide office support during construction. Set up files, prepare correspondence, prepare change orders, review daily construction reports, review material test reports, and coordinate efforts with the selected contractor.

- Shop Drawings

  Receive shop drawings from the selected contractor. Determine conformance with the design concept of the Project and information given in the technical specifications. Determine the acceptability, subject to CITY and 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. CONSULTANT shall provide a copy of all approved submittals to CITY. CONSULTANT will develop and maintain logs of submittals and track through satisfactory compliance with the contract documents.

- Site Visits/Construction Meetings

  Site visits by the CONSULTANT will provide nine (9) site visits during construction.

- Interpret Plans/Request For Information (RFI)

  Issue necessary interpretations and clarifications to the contract documents as may be required. Questions that may arise will be in the form of RFI's from the contractor to the CONSULTANT. CONSULTANT will review the requests and inform CITY of the nature of request and proposed response. CITY will review and advise CONSULTANT of any changes to the response. CONSULTANT will issue final response to the contractors.

- Change Orders

  Review and evaluate proposals and prepare change orders as required and as may be initiated or recommended by the CITY, CONSULTANT, or the selected contractor.

- Schedule Coordination and Tracking

- Review Contractor's Applications for Payment

  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, CONSULTANT 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. CONSULTANT 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.

- Substantial Completion Inspection

  Attend one (1) Substantial Completion Inspection meeting and prepare a summary report/brief of the contractor's work.

- Perform Final Inspection of the Completed Project

  Attend one (1) Final Inspection meeting and prepare a summary report/brief of the contractor's work.

- Perform Follow-up Inspections

  Attend up to one follow-up inspection as required.

- Review Contractor's Record Information

- Contractor's Closeout/Final Payment

  Ensure the contractor has met all obligations prior to final payment (retainage release). Also, CONSULTANT will ensure that the contractor follows closeout procedures in strict accordance with the contract documents.

- SWFWMD Permitting/Agency Statement of Completion

  CONSULTANT shall prepare and submit any required documents to the appropriate agencies indicating completion of the work.

SPECIAL SERVICES

Predesign Topographical Surveys

Predesign topographical surveys will include establishing horizontal and vertical control, detailing existing conditions, identifying drainage and airfield electrical conditions in support of design related tasks.

Predesign Geotechnical Investigation

A detailed geotechnical investigation will be performed to collect subsoil information for the design of the project. SPT borings to a depth of 10 feet will be performed and will include pavement cores in adjacent paved areas. Information collected will include existing pavement section dimensions, estimated seasonal high groundwater elevations, and CBR tests. Field and laboratory soil testing data and results will be issued in a Geotechnical Report.

Grant Administration/Budget Tracking/FAA Quarterly Report(s) – Design through Bidding

The CONSULTANT will assist the CITY with tracking of the budget and updating estimates to complete the project on a monthly basis during the design and bidding phases.

SWFWMD Permitting/Agency Coordination

The CONSULTANT will prepare and submit the required SWFWMD stormwater permit application and coordinate with the agency through the CITY's receipt of a permit.

Update ALP

The existing airport ALP will be updated to reflect the PROJECT.

OE/AAA Filing

Submit a 7460-1, Notice of Proposed Construction or Alteration, case application for the PROJECT online through the OE/AAA website for FAA review.

FAA Project Application

The CONSULTANT will assist the CITY with the preparation and submission of the Project Application for Federal Assistance.
r Alteration, case application for the PROJECT online through the OE/AAA website for FAA review.

RPR Services

Resident Project Representative (RPR) Services will consist of providing a PART-TIME RPR for the duration of the construction of the Project, including lead and lag time for Project start-up and closeout

purposes. A specific breakdown of these costs is shown as a supplemental attachment to the Professional Services Fee Breakdown.

- Review the Contract Drawings and Technical Specifications to the extent necessary to become familiar with the Project requirements and to understand the design intent.
- Meet with the CITY to coordinate the construction of the Project.
- Become familiar with the contractor's construction work schedule that identifies the various items of work required to complete the Project.
- Attend pre-construction conference.
- Review and become familiar with contractor's approved quality control plan (if required) for P-401 (or equivalent) bituminous pavement testing requirements.
- Review and become familiar with the acceptance testing requirements for various phases of work.
- Monitor performance of the contractor and require correction of work that does not meet plans and specifications.
- Determine test sites, and coordinate and monitor testing.
- Interpret plans and specifications.
- Resolve minor field problems.
- Maintain Project records.
- Review and approve requests for payment to the contractor. CONSULTANT will provide written recommendation to CITY for pay application processing.
- Conduct periodic "threshold" construction observations.
- Maintain a Project log to correspond with construction observations.
- Maintain up-to-date records on quantities of work performed and quantities of materials in place.
- Review payrolls and, through interviews with work force, determine if correct wages are being paid.
- Conduct final walk-through and assist in the preparation of a final "punch list".
- Attend construction meetings.

Quality Assurance Testing

The CONSULTANT will provide Quality Assurance Testing to ensure the all contractual requirements are met in accordance with the plans and specifications during construction.

Grant Administration/Budget Tracking/FAA Quarterly Report(s) – Construction

The CONSULTANT will assist the CITY with tracking of the budget and updating estimates to complete the project on a monthly basis during the construction phase.

Project Closeout Report

The CONSULTANT will prepare project closeout documentation for the purposes of closing out the AIP Grant and Joint Participation Agreement (JPA) between the CITY and the FAA and FDOT.

Record Drawings

The CONSULTANT shall develop record drawings for the completed Project.

ADDITIONAL SERVICES

When required by the CITY or the Contract Documents in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances may require, additional services of the types previously described. These services are not included as part of Basic or Special Services. CONSULTANT shall advise CITY promptly prior to starting any such Additional Services which will be paid for by CITY in accordance with the Task Authorization or Amendment thereto.

- Services in connection with work directive changes and change orders requested by CITY not covered by the Basic or Special Services.
- 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.
- Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.
- 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.
- Services resulting from revisions and rebidding should the CITY reject bids.
- Preparation of modifications to the PROJECT requested by permitting agencies.
- Threatened or Endangered Species permitting/investigation.
- Environmental Mitigation.

DBE GOAL

In accordance with the FDOT Joint Participation Agreement a specific DBE goal for this PROJECT is not required to be met. However, CONSULTANT will make a good faith effort to provide for DBE participation whenever possible.

QUANTITIES AND PROBABLE COST ESTIMATES

- The CONSULTANT shall develop estimates of quantities of the various items required for the construction of the PROJECT.
- The CONSULTANT shall prepare an estimate of probable cost to construct the PROJECT. If prior

to bidding phase the CITY wishes greater assurance as to construction cost than what is shown in Article 21 (Limitations on Cost Estimates) of the General Consulting Agreement, the CITY shall employ an independent cost estimator.

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.

- In the absence of other known standards identified herein, all contract documents (front end, technical specifications and construction drawings) will be developed utilizing CONSULTANT'S selected format.

- All construction drawings will be 11" x 17" or 22" x 34" and will be created in AutoCAD.

- Specifications, reports and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word.

- CONSULTANT'S Project Manager and Project Engineer, as necessary, will attend the following PROJECT meetings during the course of performance of this Task Authorization. These meetings will be held at the Airport Terminal Building and include:

  (1) Pre-Design Meeting
  (1) Pre-Bid Meeting
  (1) Pre-construction Conference
  (12) Site visit during construction
  (1) Substantial Completion Inspection
  (1) Final Inspection

- All data collection efforts (survey, geotechnical, etc.) requiring CONSULTANT or its subconsultant's personnel to be within the safety area of runways will be performed during daylight hours with the appropriate runway closed unless otherwise directed by the CITY.

- All as-built drawings necessary for the development of the base plans for the PROJECT will be compiled and provided to CONSULTANT by CITY.

- The work shall be completed in accordance with the schedule provided during PROJECT Initiation (Preliminary Design Phase). Failure of the CITY and/or FDOT to meet the deliverable dates for provision of review comments may be justification for obtaining schedule extensions.

- CONSULTANT will transmit 100% review submissions to the CITY and each submission shall be limited to 1 set (1 set equals the construction contract documents). Drawings will be blacklines.

- Costs for additional services will be negotiated once more definitive information regarding construction duration is determined.

- Bid documents will be produced by the CONSULTANT for distribution to potential bidders. Drawings will be blacklines.

- All permits required as a result of this project other than mentioned herein shall be identified by the CONSULTANT in the contract documents and shall be obtained by either the CITY or the successful Contractor as appropriate prior to the beginning of the construction of the PROJECT.

- All of the work in this PROJECT will be developed into one bid package as identified in the Project Description section.

- At this time, it is understood that an Environmental Assessment, Environmental Impact Statement, or a Development of Regional Impact is not required for the PROJECT.

- At this time, it is understood that permitting for Threatened or Endangered Species is not required for the PROJECT.

CITY'S RESPONSIBILITIES

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

- Designate a person to act as CITY'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 CITY's policies and decisions with respect to the CONSULTANT's services for the PROJECT.

- Provide all criteria and full information as to CITY's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the Drawings and Specifications.

- 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.

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

    - 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;

    - copy of Electrical Plans or other pertinent electrical information;

    - property, boundary, easement, right-of-way, topographic and utility surveys;

    - other pertinent documents; and

    - appropriate professional interpretations of all of the foregoing

  all of which CONSULTANT may use and rely upon in performing services under this Agreement.

- Provide location of survey reference points and provide basis for vertical information. (ie: State plane, random, airport specific)

- The CITY will be responsible for stormwater management application fees at the time of submission of the permit as necessary.

PERIODS OF SERVICE

The provisions of the Task Authorization and the various rates of compensation for CONSULTANT's services provided for elsewhere in this Task Authorization have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion of the Construction Phase. CONSULTANT's obligation to render services herein will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the PROJECT including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in this Task Authorization and if such dates are exceeded by six months through no fault of CONSULTANT or schedules are accelerated at CITY's request, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

END OF WRITTEN SCOPE OF SERVICES

ATTACHMENT NO. 2

FEE BREAKDOWN

SUMMARY OF DESIGN THROUGH CONSTRUCTION PHASE SERVICES

Engineering Costs

Basic Services		
B1	Preliminary Design Phase Services	$44,786
B2	Final Design Phase Services	$80,794
B3	Bidding Phase Services	$11,296
B4	Construction Phase Services	$57,700
	Subtotal Basic Services Costs	**$194,576**
Special Services		
S1	Predesign Topographical Surveys*	$5,886
S2	Predesign Geotechnical Investigation*	$6,886
S3	Grant Administration/Budget Tracking/Quarterly Reports (Design)	$3,124
S4	SWFWMD Permitting/Agency Coordination*	$6,336
S5	Update ALP	$1,015
S6	OE/AAA Filing	$440
S7	FAA Project Application	$2,611
S8	Construction Management Plan	$2,721
S9	RPR Services	$52,890
S10	Quality Assurance Testing*	$26,382
S11	Grant Administration/Budget Tracking/Quarterly Reports (Construction)	$4,484
S12	Project Closeout Report	$4,239
S13	Record Drawings	$3,497
	Subtotal Special Services Costs	**$120,511**
	TOTAL NOT-TO-EXCEED FEES FOR SERVICES UNDER THIS AGREEMENT	**$315,087**

* Denotes subconsultant activities within all or part of service
B = Basic Service
S = Special Service

AMHERST CONSULTING

AmHerst Consulting Company
Professional Services Fee Breakdown
Rehabilitate Runway 5-23 & Associated Work
Basic & Special Services

ITEM	DESCRIPTION	Hourly Breakdown											
		Principal $185.00	Project Manager $170.00	Senior Engineer $135.00	Project Engineer $110.00	Engineer $100.00	Senior Designer $90.00	CAD Technician $75.00	Admin/ Clerical $48.00	Total Labor Cost	Total Expenses	Total Sub Cost	Total Cost
	BASIC SERVICES												
B1	***Preliminary Design Phase Services***												
	Project Initiation/Coordination	1	4						4		$150.00		
	Develop Subconsultant Agreements	1	8						4				
	Preliminary Investigation		8	4							$150.00		
	Analyze Geotech Report & Survey Data		2	6					2				
	Define Pavement Design Parameters		8	8	8								
	Develop Pavement Design	1	2	8	10		2						
	Coordinate Project Layout & Preliminary Phasing Plans		4	8	12	12	40	40	8				
	30% QA/QC Review	1	4	8					2				
	30% Plans		12	28	36	16	40	20	12				
	Predesign Conference		6	6							$150.00		
	Subtotals	4	58	76	66	28	82	60	32				
	Item Totals	**$740.00**	**$9,860.00**	**$10,260.00**	**$7,260.00**	**$2,800.00**	**$7,380.00**	**$4,500.00**	**$1,536.00**	**$44,336.00**	**$450.00**	**$0.00**	**$44,786.00**
B2	***Final Design Phase Services***												
	Coordination of Results of Predesign Conference	1	4	4			2		2				
	Identify Deviations		2	6									
	60% Project Manual		6	4	8	16			12				
	Opinion of Probable Cost		2	4	4		8	4	1				
	SRM Evaluation		2	2	4				1				
	Engineer's Report		4	16	16				6		$50.00		
	90% QA/QC Review	1	8	8					2		$200.00		
	90% Plans and Project Manual	1	16	24	32	40	80	100	16		$150.00		
	100% QA/QC Review	1	8	8					2		$200.00		
	100% Plans and Project Manual	1	12	24	32	40	40	60	8				
	CSPP Report	1	6	16	16	8	8	16	8		$100.00		
	Subtotals	6	70	116	112	104	138	180	58				
	Item Totals	**$1,110.00**	**$11,900.00**	**$15,660.00**	**$12,320.00**	**$10,400.00**	**$12,420.00**	**$13,500.00**	**$2,784.00**	**$80,094.00**	**$700.00**	**$0.00**	**$80,794.00**
B3	***Bidding Phase Services***												
	Bidding Assistance	1	2	8	8				8				
	Prebid Conference		8	8			8		4		$150.00		
	Respond to Bidder's Inquiries		8	8	4				8				
	Evaluate Bids and Recommend Award	1	2	2	4		2		2		$150.00		
	Subtotals	2	20	26	16	0	10	0	22				
	Item Totals	**$370.00**	**$3,400.00**	**$3,510.00**	**$1,760.00**	**$0.00**	**$900.00**	**$0.00**	**$1,056.00**	**$10,996.00**	**$300.00**	**$0.00**	**$11,296.00**
B4	***Construction Phase Services***												
	Prepare Construction Contract and Notices		8	12					8				
	Preconstruction Meetings		8	8			8		8		$150.00		
	Prepare for, Attend and Conduct Preconstruction Conference		12	12							$50.00		
	Office Support	1	42	24				8	16				
	Shop Drawings		6	16					6				
	Site Visits/Construction Meetings (9)		40	18							$1,100.00		
	Interpret Plans/Request For Information (RFI)		8	8									
	Change Orders		8	4					12				
	Schedule Coordination and Tracking		8	8									
	Review Contractor's Applications for Payment		8	4									
	Substantial Completion Inspection	1	8	8					3		$50.00		
	Perform Final Inspection of the Completed Project		8	8					2		$50.00		
	Perform Follow-Up Inspections	1	8	8									
	Review Contractor's Record Information		4	4									
	Contractor's Closeout/Final Payment	1	8	4									
	SWFWMD Statement of Completion		2	2									
	Subtotals	4	186	148	0	0	8	8	55				
	Item Totals	**$740.00**	**$31,620.00**	**$19,980.00**	**$0.00**	**$0.00**	**$720.00**	**$600.00**	**$2,640.00**	**$56,300.00**	**$1,400.00**	**$0.00**	**$57,700.00**
									Subtotal Basic Services	**$135,426.00**	**$2,850.00**	**$0.00**	**$194,576.00**

AmHerst Consulting Company
Professional Services Fee Breakdown
Rehabilitate Runway 5-23 & Associated Work
Basic & Special Services

ITEM	DESCRIPTION	Hourly Breakdown								Total Labor Cost	Total Expenses	Total Sub Cost	Total Cost
		Principal $185.00	Project Manager $170.00	Senior Engineer $135.00	Project Engineer $110.00	Engineer $100.00	Senior Designer $90.00	CAD Technician $75.00	Admin/ Clerical $48.00				
	SPECIAL SERVICES												
S1	Predesign Topographical Surveys*	0	4	6	0	0		4	2				
	Item Totals	$0.00	$680.00	$810.00	$0.00	$0.00	$0.00	$300.00	$96.00	$1,886.00		$4,000.00	**$5,886.00**
S2	Predesign Geotechnical Investigation*	0	4	6	0	0		4	2				
	Item Totals	$0.00	$680.00	$810.00	$0.00	$0.00	$0.00	$300.00	$96.00	$1,886.00		$5,000.00	**$6,886.00**
S3	Grant Administration/Budget Tracking/Quarterly Reports (Design)	2	4	6	8	0	0	0	8				
	Item Totals	$370.00	$680.00	$810.00	$880.00	$0.00	$0.00	$0.00	$384.00	$3,124.00			**$3,124.00**
S4	SWFWMD Permitting/Agency Coordination*	0	4	6	40	0	0	2	2				
	Item Totals	$0.00	$680.00	$810.00	$4,400.00	$0.00	$0.00	$150.00	$96.00	$6,136.00	$200.00		**$6,336.00**
S5	Update ALP	0	1	1	0	0	4	2	0				
	Item Totals	$0.00	$170.00	$135.00	$0.00	$0.00	$360.00	$150.00	$0.00	$815.00	$200.00		**$1,015.00**
S6	OE/AAA Filing	0	1	2	0	0	0	0	0				
	Item Totals	$0.00	$170.00	$270.00	$0.00	$0.00	$0.00	$0.00	$0.00	$440.00			**$440.00**
S7	FAA Project Application	1	4	6	4	4		0	2				
	Item Totals	$185.00	$680.00	$810.00	$440.00	$400.00	$0.00	$0.00	$96.00	$2,611.00			**$2,611.00**
S8	Construction Management Plan	1	8	8				0	2				
	Item Totals	$185.00	$1,360.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$96.00	$2,721.00			**$2,721.00**
S9	RPR Services (separate attachment)	0	0	0	0	0	0	0	0				
	Item Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,360.00	$5,530.00		**$52,890.00**
S10	Quality Assurance Testing (Subconsultant - separate attachment)	0	0	0	0	0	0	0	0				
	Item Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$26,382.00	**$26,382.00**
S11	Grant Administration/Budget Tracking/Quarterly Reports (Construction)	2	12	6	8	0	0	0	8				
	Item Totals	$370.00	$2,040.00	$810.00	$880.00	$0.00	$0.00	$0.00	$384.00	$4,484.00			**$4,484.00**
S12	Project Closeout Report	1	8	16	0	0	0	0	8				
	Item Totals	$185.00	$1,360.00	$2,160.00	$0.00	$0.00	$0.00	$0.00	$384.00	$4,089.00	$150.00		**$4,239.00**
S13	Record Drawings	1	4	4	0	0	0	24	4				
	Item Totals	$185.00	$680.00	$540.00	$0.00	$0.00	$0.00	$1,800.00	$192.00	$3,397.00	$100.00		**$3,497.00**
	Subtotal Special Services									**$78,949.00**	**$6,180.00**	**$35,382.00**	**$120,511.00**
	TOTAL BASIC & SPECIAL SERVICES									**$214,375.00**	**$9,030.00**	**$35,382.00**	**$315,087.00**

* Denotes subconsultant activities within all or part of service

AVON PARK EXECUTIVE AIRPORT

REHABILITATE RUNWAY 5-23 & ASSOCIATED WORK

RPR FEE ESTIMATE

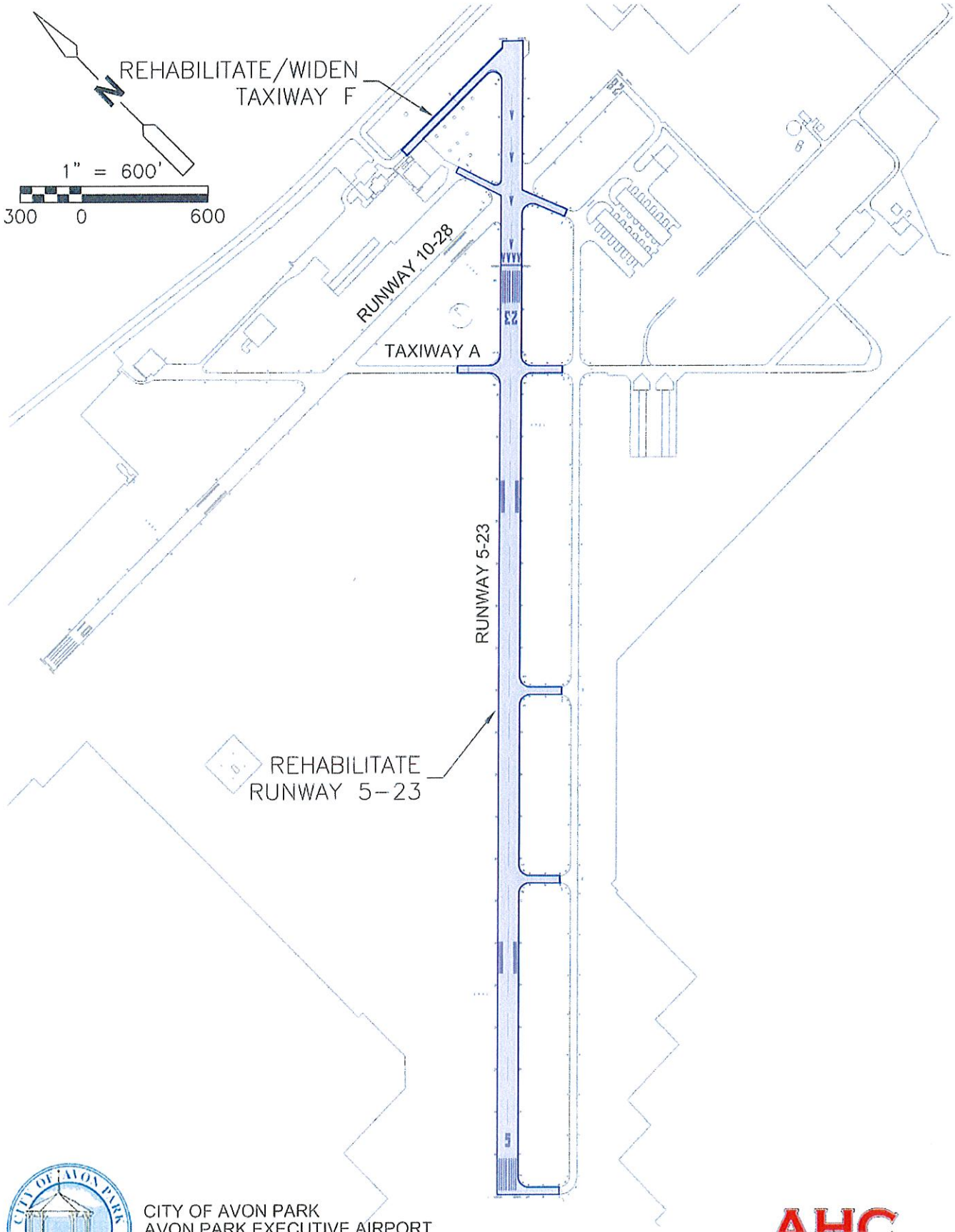
Item	Description	Unit	QTY	Unit Rate	TOTAL
1	**Construction Period**	**CAL DAY**	**60**	***BASIC ASSUMPTIONS***	
2	**Resident Project Representative On Site**	**CONTRACT CAL DAY**	**43**	***BASIC ASSUMPTIONS***	
		On Site Hours/DAY	**8**		
	On Site Hours (8 REG/DAY)	hr	344	$ 85.00	$ 29,240.00
	On Site Hours (2 OT/DAY)	hr	86	$ 100.00	$ 8,600.00
3	**Resident Project Representative Procurement/Close-Out**	**CONTRACT CAL DAY**	**14**	***BASIC ASSUMPTIONS, CONTRACTOR'S CONSTRUCTION TIMES***	
		Hours/DAY	**8**		
	Off Site Office Hours (8 REG/DAY)	hr	112	$ 85.00	$ 9,520.00
4	**Resident Project Representative Expenses**			***see attached support***	
	Adjusted Perdiem (ref. FL 2015 GSA - Highlands - No date)	perdiem	1	$ 4,470.00	$ 4,470.00
	Travel - weekly round trip mileage	miles	1500	$ 0.560	$ 840.00
	Tolls	RT	9	$ -	$ -
	Travel - on-site mileage	miles	215	$ 0.560	$ 120.00
5	**Office Equipment/ Supplies**				
	Supplies/Misc. Expenses	LS	1	$ 100.00	$ 100.00
				RPR FEE ESTIMATE	**$ 52,890.00**

AVON PARK EXECUTIVE AIRPORT

REHABILITATE RUNWAY 5-23 & ASSOCIATED WORK

CMT ESTIMATE

Item	Description	Bid Schedule		CMT Estimate		Unit	TOTAL
		Unit	QTY	QTY	Unit Rate		
P-152	**Earthwork**	**SY**	**850**	***(Estimates 500 SY/LOT)***			
	Proctor (min. 3 pick up in same trip)			3	$ 35.00	ea	$ 105.00
	Densities (Minimum 5/trip - ASTM D 1556)			5	$ 35.00	ea	$ 175.00
P-211	**Limerock Base Course (6")**	**SY**	**750**	***(Estimates 500 SY/LOT)***			
	Depth Checks (by RPR via elevations)			0	$ 50.00	ea	$ -
	LBR			1	$ 300.00	ea	$ 300.00
	Particle Size			1	$ 45.00	ea	$ 45.00
	Atterburgs			1	$ 85.00	ea	$ 85.00
	Organic Content			1	$ 45.00	ea	$ 45.00
	Densities (Minimum 5/trip - ASTM D 1556)			10	$ 35.00	ea	$ 350.00
P-401	**Bituminous Surface Course**	**TON**	**8400**	***(Estimates 400 TN/DAY Production Rate, excl. Test Strip)***			
	Based on 22 LOTs, incl. Test Strip	***LOTS***	***13***				
	LOT (Lab personnel REG)			104	$ 65.00	hr	$ 6,760.00
	LOT (Lab personnel OT)			26	$ 85.00	hr	$ 2,210.00
	LOT (SR PE)			13	$ 128.00	hr	$ 1,664.00
	LOT (Admin)			13	$ 47.00	hr	$ 611.00
	Pre-Pave Conference			4	$ 128.00	hr	$ 512.00
	Shop Drawing/Job set-up (PE)			2	$ 105.00	hr	$ 210.00
	Shop Drawing/Job Admin			2	$ 47.00	hr	$ 94.00
	Misc. support/meetings, etc. (SR PE)			8	$ 128.00	hr	$ 1,024.00
	Misc. support/meetings, etc. (Plant Tech)			4	$ 65.00	hr	$ 260.00
	Field and Laboratory Contingencies						
	Stand By Time (field tech)			60	$ 45.00	hr	$ 2,700.00
	Min 5/trip consideration			2	$ 600.00	est	$ 1,200.00
	PM Time			32	$ 160.00	hr	$ 5,120.00
	Administrative/Technical Typist			8	$ 47.00	hr	$ 376.00
	Travel/Expenses			1	$ 2,536.00	LS	$ 2,536.00
CONSTRUCTION MATERIALS TESTING (CMT) FEE ESTIMATE							**$ 26,382.00**



CITY OF AVON PARK
AVON PARK EXECUTIVE AIRPORT
AVON PARK, FLORIDA
REHABILITATE RUNWAY 5-23 &
ASSOCIATED WORK

AHC
AMHERST CONSULTING

E-11

SENIOR ACTIVITIES CFENTER
109 E. MAIN STREET
AVON PARK, FL 33825

February 2, 2015

Julian Deleon, City Manager

110 E. Main Street

Avon Park. FL 33825

Dear Mr. Deleon:

As requested in our recent meeting, I am submitting two estimates to have terminates eradicated from the building located at 109 E. Main.

We are currently collecting estimates to replace the roof and to replace the heating/air conditioning system; however, the riddance of the termites is more urgent than these two projects.

Thanks for your cooperation.

Ralph Day

Ralph Day,

President

THIS AGREEMENT PROVIDES FOR RETREATMENT OF THE INFESTED AREA OF THE COVERED STRUCTURE(S) IN THE EVENT THAT DRYWOOD TERMITES REINFEST THE COVERED STRUCTURE(S), BUT THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY DRYWOOD TERMITES.

1986711

GRID #

Orkin Pest Control
COMMERCIAL
DRYWOOD TERMITE RETREATMENT SERVICE AGREEMENT
(Does Not Cover Subterranean or Formosan Termites)

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE ORKIN BRANCH MANAGER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

Customer: Avon Park Shuffle Date: 1/30/15
Street Address (Treated Premises): 109 E Main
City: Avon Park State: FL Zip Code: 33825
Home Phone: Work Phone:
County Name: Highlands Is this within the City Limits? ☐ Yes ☐ No
Type of structure to be treated:

METHOD OF PAYMENT: ☐ FINANCED - See Separate Finance Agreement
☐ CASH - BALANCE DUE UPON COMPLETION OF WORK

DOWN PAYMENT MADE BY: ☐ CHECK # _____
☐ COMPLETE EASY PAYMENT FORM

Billing Name (if different):
Billing Address (if different):
City State Zip Code

1. Service Purchased:
   a. Initial Treatment Cost ..... $ 2262.00
   b. Minus Adjustments ..... ($ _____)
   c. Additional Renewal for _____ Years ..... $ _____
   Subtotal (sum a - b + c) ..... $ _____
2. Other Items:
   a. Sales Taxes ..... $ 158.34
   b. Other Fees ..... $ _____
   Subtotal (sum a + b) ..... $ _____
3. TOTAL: Price (sum 1 + 2) ..... $ 2420.34
4. LESS: Down Payment ..... ($ _____)
5. Unpaid Balance (3 minus 4) ..... $ _____

1. **ORKIN LIMITED 10-YEAR RENEWABLE DRYWOOD TERMITE RETREATMENT SERVICE ("Service") (DW):**
   A. Orkin shall treat Customer's structure for Drywood Termites using the treatment specified in the Treatment Report for
   ☐ prevention ☐ presumptive evidence ☒ control of Drywood Termites
   The treatment does not include fumigation. **Orkin does not guarantee that termites will never return to the treated structure ("Treated Premises"). If termites do return as indicated by evidence of a live Drywood termite infestation, Orkin will retreat that area. This Service does not cover any damage to the structure or its contents.**
   Customer shall receive the following Service after the initial treatment is performed.
   B. **The Service will expire one (1) year from the date of the original treatment, unless it is renewed by the Customer. The Service may be renewed from year to year for a period which shall not exceed ten (10) years from the date of the original treatment.**
   C. Customer is required to make the Treated Premises accessible to Orkin for any inspections and treatments as Orkin deems necessary. This may include removing floor coverings, wall coverings and fixtures, for which the responsibility and costs rest exclusively with Customer. If the Customer fails to comply with these obligations, Orkin may, at its option, terminate the Agreement.
   D. **The Customer agrees to be solely responsible for maintaining the Treated Premises free from any condition conducive to termite infestation ("Conducive Conditions," see paragraph 8 for explanation).** The Customer agrees to be solely responsible for identifying and correcting Conducive Conditions. This responsibility rests exclusively with the Customer, not with Orkin. In addition, the existence of any Conducive Condition, that was not timely corrected, including any Conducive Condition existing, but not visible at the time of the execution of this Agreement, will permit Orkin, at its sole discretion, to terminate the Agreement or to require Customer to purchase any additional treatment required as a result of the Conducive Condition.
   E. Prior to making any structural modification or alteration or disturbing the soil in, around or under the Treated Premises, Customer must notify Orkin in writing and purchase any additional treatment required by the changes. The failure of Orkin to notice any such change does not release Customer from this obligation. If Customer fails to do so, Orkin, at its option, may terminate the Agreement.
   F. **Orkin is performing a service and expressly disclaims any guarantee of any kind, whether expressed or implied, for any injury or damage related to the service performed. Customer expressly releases Orkin from any claim for termite damage or repair.**
2. **OTHER INFESTATIONS: Customer waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an infestation of Wood Destroying Fungi, Formosan Termites, Subterranean Termites, Boring Beetles, or any other Wood Destroying Insects. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.**
3. **RENEWAL:** To maintain the Service, Customer shall timely pay an annual renewal fee. The first annual renewal fee will be $ _____ . Thereafter, Orkin shall have the right to increase the annual renewal fee by an amount not to exceed the consumer price index or by an amount not to exceed ten percent (10%), whichever is greater. This annual right to renew expires ten (10) years from the date of initial treatment. If Orkin does not increase the Annual Renewal Payment in any one or more years, at any subsequent increase Orkin may cumulatively include any amount it would have been permitted to increase in that prior year or period of years.
4. **LIMITATION OF LIABILITY:** Customer expressly waives any claim for economic, compensatory, or consequential damages relating to the existence of Drywood termites or Drywood termite damage, or for increased costs, loss of use, business interruption, diminution of value, or any "stigma" damage due to the presence of Drywood termites or Drywood termite damage. The Customer acknowledges that Orkin is performing a service and except for any damage to the structure caused by Orkin in the performance of its services, Customer waives any claims for property damage. Customer agrees that under no circumstances shall Orkin be held liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be performed. **Nothing in this Agreement shall be construed as depriving the Customer of remedies available under applicable state consumer protection laws.**
5. **LIMITED ASSIGNABILITY:** This Agreement is assignable as a **retreat only** Agreement to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; (b) Orkin conducts an inspection of the property, the results of which are satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays a transfer fee.
6. **REINSPECTION:** Orkin shall reinspect the treated structure as deemed necessary by Orkin or once a year, if requested by Customer. An annual inspection will be made by Orkin if required by applicable State law or regulations. Any reinspection is separate from and independent of Customer's obligation to pay the annual renewal.
7. **CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a period of time after application. If you or any member of your household believes you have a sensitivity to chemical odor or chemicals, Orkin recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
8. **CONDUCIVE CONDITIONS:** Conducive Conditions include, but are not limited to: roof leaks, improper ventilation, faulty plumbing, and water leaks or intrusions in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact, masonry failures, and settlement of the foundation; foam insulation, stucco construction, expanded polystyrene or styrofoam molded foundation systems, siding (including vinyl, wood and metal) in contact with the ground, mulch, or other protective ground covering; and firewood, trash, lumber, wood, mulch, shrubs, vines, and other protective ground covering in contact with structure.

8. **CONDUCIVE CONDITIONS:** Conducive Conditions include, but are not limited to: roof leaks, improper ventilation, faulty plumbing, and water leaks or intrusions in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact, masonry failures, and settlement of the foundation; foam insulation, stucco construction, expanded polystyrene or styrofoam molded foundation systems, siding (including vinyl, wood and metal) in contact with the ground, mulch, or other protective ground covering; and firewood, trash, lumber, wood, mulch, shrubs, vines, and other protective ground covering in contact with structure.
9. **ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement.
10. **APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.
11. **FORCE MAJEURE (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fires, floods, or because of a material change in circumstances including but not limited to acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.
12. **TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.
13. **MONEY BACK GUARANTEE: ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES IF CUSTOMER CONTACTS ORKIN IN WRITING AT THE BRANCH ADDRESS BELOW WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES WILL RESULT IN CANCELLATION OF THIS AGREEMENT.**

Bruce Clarke — Inspector Name (PRINT)
1010834 — Employee ID # or Certification #
3400 Recker Hwy — Branch Street Address
963 294 3201 — Branch Telephone Number
Winter Haven — City
FL — State
33880 — Zip Code

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER

Branch Manager's Signature — Date

Customer's Signature — Date

AG1306 REV. 7/2011 Florida

LOCATION

THIS AGREEMENT PROVIDES FOR RETREATMENT OF THE INFESTED AREA OF THE COVERED STRUCTURE(S) IN THE EVENT THAT DRYWOOD TERMITES REINFEST THE COVERED STRUCTURE(S), BUT THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY DRYWOOD TERMITES.

1986711

GRID #

ORKIN

Orkin Pest Control
COMMERCIAL
DRYWOOD TERMITE RETREATMENT SERVICE AGREEMENT
(Does Not Cover Subterranean or Formosan Termites)

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE ORKIN BRANCH MANAGER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

Customer: Avon Park Shuffle — Date: 1/30/15
Street Address (Treated Premises): 109 E Main
City: Avon Park — State: FL — Zip Code: 33825
Home Phone — Work Phone
County Name: Highlands — Is this within the City Limits? ☐ Yes ☐ No
Type of structure to be treated
METHOD OF PAYMENT: ☐ FINANCED - See Separate Finance Agreement ☐ CASH - BALANCE DUE UPON COMPLETION OF WORK
DOWN PAYMENT MADE BY: ☐ CHECK # ☐ COMPLETE EASY PAYMENT FORM

Billing Name (if different)
Billing Address (if different)
City — State — Zip Code

1. Service Purchased:
   a. Initial Treatment Cost ..... $ 2262.00
   b. Minus Adjustments ..... ($)
   c. Additional Renewal for ____ Years ..... $
   Subtotal (sum a - b + c) ..... $
2. Other Items:
   a. Sales Taxes ..... $ 158.34
   b. Other Fees ..... $
   Subtotal (sum a + b) ..... $
3. TOTAL: Price (sum 1 + 2) ..... $ 2420.34
4. LESS: Down Payment ..... ($)
5. Unpaid Balance (3 minus 4) ..... $

1. **ORKIN LIMITED 10-YEAR RENEWABLE DRYWOOD TERMITE RETREATMENT SERVICE ("Service") (DW):**
   A. Orkin shall treat Customer's structure for Drywood Termites using the treatment specified in the Treatment Report for ☐ prevention ☐ presumptive evidence ☒ control of Drywood Termites
   The treatment does not include fumigation. **Orkin does not guarantee that termites will never return to the treated structure ("Treated Premises"). If termites do return as indicated by evidence of a live Drywood termite infestation, Orkin will retreat that area. This Service does not cover any damage to the structure or its contents.**
   Customer shall receive the following Service after the initial treatment is performed.
   B. The Service will expire one (1) year from the date of the original treatment, unless it is renewed by the Customer. The Service may be renewed from year to year for a period which shall not exceed ten (10) years from the date of the original treatment.
   C. Customer is required to make the Treated Premises accessible to Orkin for any inspections and treatments as Orkin deems necessary. This may include removing floor coverings, wall coverings and fixtures, for which the responsibility and costs rest exclusively with Customer. If the Customer fails to comply with these obligations, Orkin may, at its option, terminate the Agreement.
   D. The Customer agrees to be solely responsible for maintaining the Treated Premises free from any condition conducive to termite infestation ("Conducive Conditions," see paragraph 8 for explanation). The Customer agrees to be solely responsible for identifying and correcting Conducive Conditions. This responsibility rests exclusively with the Customer, not with Orkin. In addition, the existence of any Conducive Condition, that was not timely corrected, including any Conducive Condition existing, but not visible at the time of the execution of this Agreement, will permit Orkin, at its sole discretion, to terminate the Agreement or to require Customer to purchase any additional treatment required as a result of the Conducive Condition.
   E. Prior to making any structural modification or alteration or disturbing the soil in, around or under the Treated Premises, Customer must notify Orkin in writing and purchase any additional treatment required by the changes. The failure of Orkin to notice any such change does not release Customer from this obligation. If Customer fails to do so, Orkin, at its option, may terminate the Agreement.
   F. Orkin is performing a service and expressly disclaims any guarantee of any kind, whether expressed or implied, for any injury or damage related to the service performed. Customer expressly releases Orkin from any claim for termite damage or repair.
2. **OTHER INFESTATIONS: Customer waives and releases Orkin from any liability for any claim or damages to the structure or its contents caused by an infestation of Wood Destroying Fungi, Formosan Termites, Subterranean Termites, Boring Beetles, or any other Wood Destroying Insects. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.**
3. **RENEWAL:** To maintain the Service, Customer shall timely pay an annual renewal fee. The first annual renewal fee will be $ _____ . Thereafter, Orkin shall have the right to increase the annual renewal fee by an amount not to exceed the consumer price index or by an amount not to exceed ten percent (10%), whichever is greater. This annual right to renew expires ten (10) years from the date of initial treatment. If Orkin does not increase the Annual Renewal Payment in any one or more years, at any subsequent increase Orkin may cumulatively include any amount it would have been permitted to increase in that prior year or period of years.
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7. **CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a period of time after application. If you or any member of your household believes you have a sensitivity to chemical odor or chemicals, Orkin recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
8. **CONDUCIVE CONDITIONS:** Conducive Conditions include, but are not limited to: roof leaks, improper ventilation, faulty plumbing, and water leaks or intrusions in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact,

water leaks or intrusions in or around the structure; inherent structural problems, including, but not limited to, wood to ground contact, masonry failures, and settlement of the foundation; foam insulation, stucco construction, expanded polystyrene or styrofoam molded foundation systems, siding (including vinyl, wood and metal) in contact with the ground, mulch, or other protective ground covering; and firewood, trash, lumber, wood, mulch, shrubs, vines, and other protective ground covering in contact with structure.

9. **ENTIRE AGREEMENT:** This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement.
10. **APPLICABLE LAW:** This Agreement shall be governed by and construed under the laws of the State of Georgia, without regard to its conflicts of laws principles.
11. **FORCE MAJEURE (Circumstances beyond Orkin's control):** Orkin's obligations under this Agreement shall be cancelled if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fires, floods, or because of a material change in circumstances including but not limited to acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.
12. **TERMINATION BY ORKIN:** Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.
13. **MONEY BACK GUARANTEE: ORKIN GUARANTEES THAT IF CUSTOMER IS NOT COMPLETELY SATISFIED WITH ORKIN'S TREATMENT, ORKIN WILL REFUND CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES IF CUSTOMER CONTACTS ORKIN IN WRITING AT THE BRANCH ADDRESS BELOW WITHIN 30 DAYS AFTER CUSTOMER'S INITIAL TREATMENT, AND ORKIN FAILS TO RESOLVE CUSTOMER'S PROBLEM WITHIN 30 DAYS AFTER RECEIVING IT. A REFUND BY ORKIN OF CUSTOMER'S INITIAL TREATMENT CHARGE AND ANY PREPAID MONITORING FEES WILL RESULT IN CANCELLATION OF THIS AGREEMENT.**

Bruce Clarke Inspector Name (PRINT)	1010934 Employee ID # or Certification #	3400 Recker Hwy Branch Street Address
863 294 3201 Branch Telephone Number		Winter Haven FL 33880 City State Zip Code

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER

Branch Manager's Signature Date

Customer's Signature Date

AG1306 REV. 7/2011 Florida

RAC COPY

TERMINIX®

SARASOTA
1973 NORTHGATE BLVD.
SARASOTA, FL 34234

Regular Site Inspection
Contract #: 62083-0145204

Customer Name:	AVON PARK SENIOR CITIZENS ACTIVITIE	**Home Phone:**		**Representative:**	DAILEY, THOMAS H.
Mailing Address:	109 E MAIN ST AVON PARK, FL 33825	**Work Phone:**	(863) 657-2246	**Inspection Date:**	1/30/15
		Cell Phone:		**Page:**	1
Property Address:	109 E MAIN ST AVON PARK, FL 33825	**E-mail Address:**			

863 245 8016

Structure:

Linear Feet:	286	Built Pre 1985:	Yes
Roof Type:	Shingle Roof	Foundation Type:	Wood Piers
Construction Type:	Inaccessible Crawlspace	Siding:	Vinyl
# of Stories:	1		

Elements of Property:

Well:	No	Cistern:	No
Sump Pump:	No	French Drain:	No
A/C - Heat Ducts in or Below Slab:	No	Plenum A/C - Heat System:	No
Radiant Heat:	No	Visible Pond, Lake, Stream, or Waterway:	No
Wood-Earth Contact:	No	Siding Less Than 6" From Grade:	No
Styrofoam Insulation or "DRI-VIT" Below Grade:	No	Wood Embedded in Concrete:	No
Wood Debris in Crawlspace:	No	Inadequate Ventilation in Crawlspace:	No
Exterior Slab (False Porch) Over Basement Area. DO NOT DRILL:	No		

Plan Qualifications:

Type of termite activity on the property:	Drywood	Rigid board/foam insulation at or below grade:	No
Inaccessible Crawlspace:	No		

Inspector's Comments:

Description of Visible Damage: pending full inspection

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Summary of Charges

Initial Term:				
Drywood Termite Plan:		$3,000.00		1 Year
		Subtotal:	$3,000.00	
Pre-Paid Renewals:				
Drywood Termite Plan:	1 @ $405.00	$405.00		2 Year.
		Subtotal:	$405.00	
		Total:	$3,405.00	
		Tax:	$0.00	
		Total:	**$3,405.00**	

Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process the one-time payment upon the completion of the initial service without further signature or authorization from me.

Agreement and Authorization

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS INCLUDED WITH THIS AGREEMENT AND IF APPLICABLE TO SERVICE, THE INSPECTION GRAPH, ARE PART OF THIS AGREEMENT.

Notice: You the purchaser, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right. In the event you have questions or complaints, you may contact a Terminix representative by calling 800-TELLTMX (800-835-5869).

Customer Name: **Customer Signature:** _____ **Date:** _____

Representative: **Representative Signature:** _____ **Date:** _____

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SARASOTA
1973 NORTHGATE BLVD.
SARASOTA, FL 34234

Drywood Termite Plan
Contract #: 62083-0145204

Customer Name:	AVON PARK SENIOR CITIZENS ACTIVITIE	**Home Phone:**		**Representative:**	DAILEY, THOMAS H.
Mailing Address:	109 E MAIN ST AVON PARK, FL 33825	**Work Phone:**	(863) 657-2246	**Contract Date:**	
		Cell Phone:		**Page:**	6
Property Address:	109 E MAIN ST AVON PARK, FL 33825	**E-mail Address:**			

Authorized Agreements

Service Plan Description	Initial Charge*	Billing Frequency	Renewal Charge*	Service Frequency	Regular Service Charge*
Drywood Termite Plan	$3,000.00	Annual	$405.00	Annual	N/A

*Excludes tax (if applicable)

Information: Can Keep this Policy for Life

Description of Structures Covered:	city blding	Protection or Service:	Service
Cubic Feet:	53	Transfer Fee:	$0.00

Fumigation Information:

Eave Height:	14	Peak Height:	20
# of Gas Meters:	60	Gas Meter Have 3' Clearance:	Yes

Occupant's Notice:

Notice Completed: Yes

THIS CONTRACT PROVIDES FOR THE RETREATMENT OF A STRUCTURE BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY DRYWOOD TERMITES (Kalotermes spp., Incisitermes spp., Cryptotermes spp.) OR OTHER WOOD DESTROYING ORGANISMS.

ANY ADDITIONAL PROVISION ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT, WOOD DESTROYING ORGANISM APPLICATION RECORD, OTHER TERMS AND CONDITIONS ON SUBSEQUENT PAGES AND THE INSPECTION GRAPH ARE PART OF THIS PLAN.

Terminix will provide fumigation and/or other service(s) to control or protect the identified property against drywood termites. This plan does not control or protect against subterranean termites (Reticulitermes spp., Heterotermes spp.) or against formosan termites (Coptotermes spp.). DUE TO THE NATURE OF CONSTRUCTION, THE EXTENT OF EXISTING TERMITE DAMAGE, THE DEGREE OF TERMITE ACTIVITY, AND/OR APPLICATION RESTRICTIONS, THIS AGREEMENT DOES NOT GUARANTEE AGAINST PRESENT OR FUTURE DAMAGE TO PROPERTY OR CONTENTS, NOR PROVIDE FOR REPAIRS OR COMPENSATION THEREOF.

During the term of this Plan, any further treatment found necessary by Terminix will be performed free of charge. Terminix will reinspect the identified property annually or at any time the Purchaser requests it or if Terminix believes it necessary.

Effective with the date of initial treatment and for one year thereafter, Terminix will perform the treatment to the identified property to control or protect against termites as noted in this Plan.
Treatment sticker to be placed on electrical box upon job completion.

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TERMINIX®

GENERAL TREATMENT SPECIFICATIONS

- 117 – Trench or trench and rod soil adjacent to the exterior foundation walls
- 117A – Vertically drill exterior attached slabs and treat soil beneath along point of attachment
- 118 – Excavate soil beneath dirt-filled porch slab at point or points of attachment to the structure and treat soil beneath
- 120 – Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point or points of attachment to the structure
- 121A – Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodding along the point or points of attachment to the structure
- 121B – Drill through each side of the dirt-filled porch foundation wall at no greater than 12" intervals and treat the soil immediately beneath the dirt-filled porch slab by short-rodding along the entire inside perimeter of the DFP
- 121C – Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodding adjacent to the entire inside perimeter of the DFP
- 128 – Trench, remove, and treat soil by the Backfill Method (see label)
- 129 – Drill and treat voids of a double brick foundation wall at 12" intervals or less
- 130 – Drill and treat voids of a stone foundation wall at 12" intervals or less
- 131 – Drill and treat voids of a triple brick foundation wall at 12" intervals or less
- 132 – Drill and treat voids of a hollow block foundation wall at 12" intervals or less
- 133 – Drill and treat voids of a brick veneer foundation wall at 12" intervals or less
- 134 – Drill and treat all voids of a chimney at 12" intervals or less
- 138 – Drill and treat a subterranean termite infested wooden sill or plate
- 140 – Drill and treat a subterranean termite infested wooden joist/s
- 145 – Drill into voids of termite infested wood and inject product into inaccessible voids , termite galleries and nests
- 146 – Make small openings into termite shelter tubes and inject product inside
- 147 – Make multiple openings into carton nests in building voids or in trees and make multiple injections of product to varying depths
- 160 – Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply
- 501 – Install in ground bait station(s) to exterior soil area(s)

CRAWL SPACE TREATMENT SPECIFICATIONS

- 114 – Trench or trench and rod soil adjacent to the inside of the foundation walls of a crawl space
- 115 – Trench or trench and rod soil adjacent to the piers of a crawl space
- 116 – Trench or trench and rod soil adjacent to soil pipes of a crawl space
- 119 – Trench or trench and rod soil adjacent to a chimney of a crawl space

SLAB TREATMENT SPECIFICATIONS

- 122A – Drill the slab at 12" intervals or less along the expansion joint where two slabs meet and treat soil underneath
- 123 – Treat soil adjacent to plumbing penetrations
- 123A – Drill the slab along one side of the partition wall at 12" intervals or less and treat the soil beneath
- 123AA – Drill the slab along both sides of a load-bearing wall at 12" intervals or less and treat the soil beneath
- 124 – Drill through the exterior foundation wall immediately below the slab at 12" intervals or less and treat the soil beneath by short-rodding from the outside
- 126 – Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab

BASEMENT TREATMENT SPECIFICATIONS

- 122 – Vertically drill basement concrete slab floor and treat the soil beneath
- 144 – Drill and treat basement door frames

NON-CHEMICAL TREATMENT SPECIFICATIONS

- 101 – Provide at least 14" clearance between wood and soil in the crawl space
- 102 – Install access to ceiling of basement for inspection and/or treatment
- 104 – Install door/s to provide access for treating soil adjacent to plumbing
- 105 – Install crawl space access door
- 106 – Install Automatic Vents
- 109 – Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space
- 109A – Remove form boards
- 110 – Scrape off termite tunnels
- 111 – Set wooden supports on concrete pads to properly insulate wood to soil contact
- 135 – Cut off stucco at least 3" above grade and remove stucco below grade
- 149 – Remove wood to ground contacts
- 152 – Break ground contact on step stringers
- 161 – Prepare floor surface for drilling: ___ Tile ___ Wood Floor ___ Carpet ___ Terrazzo
- 205 – Install a vapor barrier over the soil of a crawl space
- 206 – Install floor supports to provide additional support

PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

- 170 – Vertical treatment zone – trench or trench and rod soil adjacent to the inside of the exterior foundation walls
- 171 – Vertical treatment zone – trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes
- 172 – Vertical treatment zone – trench or trench and rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sq.ft.)
- 173 – Horizontal treatment zone – make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab
- 174 – Vertical treatment zone – Upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching and rodding the soil adjacent to the exterior foundation wall

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SARASOTA
1973 NORTHGATE BLVD.
SARASOTA, FL 34234

Graph Legend
Contract #: 62083-0145204

HAZARD LOCATIONS:

GM	Gas Meter
NGF	Exterior Natural Gas BB Grill/Fixture
SSO	Sprinkler System Shut-off Valve
WSO	Water Shut-off Valve

KEY TO EVIDENCE:

CA	Carpenter Ants
CD	Cellulose Debris
DMP	Dampwood Termites
DWT	Drywood Termites
EC	Earth-Wood Contacts
ED	Existing Damage
EM	Excessive Moisture
F	Fungus
FG	Faulty Grade
FOR	Formosan Termites
IA	Inaccessible Areas
PHD	Possible Hidden Damage
PPB	Powder-Post Beetles
PPBD	Powder-Post Beetle Damage
SUB	Subterranean Termites
TD	Termite Damage
W/C	Well/Cistern
WB	Wood Boring Beetles
⊗ **PHD**	Active Termites

EXCLUSION/WILDLIFE:

900	Trap - Wildlife
901	Install Mushroom/Turbine Vent Cage - Roof
902	Seal Mushroom/Termite Vent - In Attic
903	Install plumbing Vent Cap - Roof
904	Screen Gable Vent
905	Screen Foundation Vent
906	Screen Soffit Vent
907	Repair Roof Return
908	Seal Pipe Penetration
909	Seal Hole In Wall/Foundation, Floor, Etc.
910	Install One-Way Door Exclusion Cage
911	Install Garage Door Seal
912	Install Dryer Vent Cover - Wall
913	Install Oven Vent Cover - Wall
914	Install Oven Vent Cage - Roof
915	Install Chimney Cap

OTHER:

A/C	A/C
Angles	Angles
Arches	Arches
Buildings	Buildings
Curves	Curves
Drain	Drains
Fences	Fences
FloorSuppt	Floor Supports
Flwr Beds	Flower Beds
French Drn	French Drain
HeatOilLin	Heating Oil Line
Hedge Rows	Hedge Rows
Lg Tree	Tree - Large
Med Tree	Tree - Medium
Pool	Pool
Pond	Pond
Sm Tree	Tree - Small
Stump	Stump
Stn Walks	Stone Walks
Spa	Spa
Vents	Vents
Vapo	Vapo
Well	Well
Well Head	Well Head
WellWatLin	Well Water Line
WoodPile	Wood Pile

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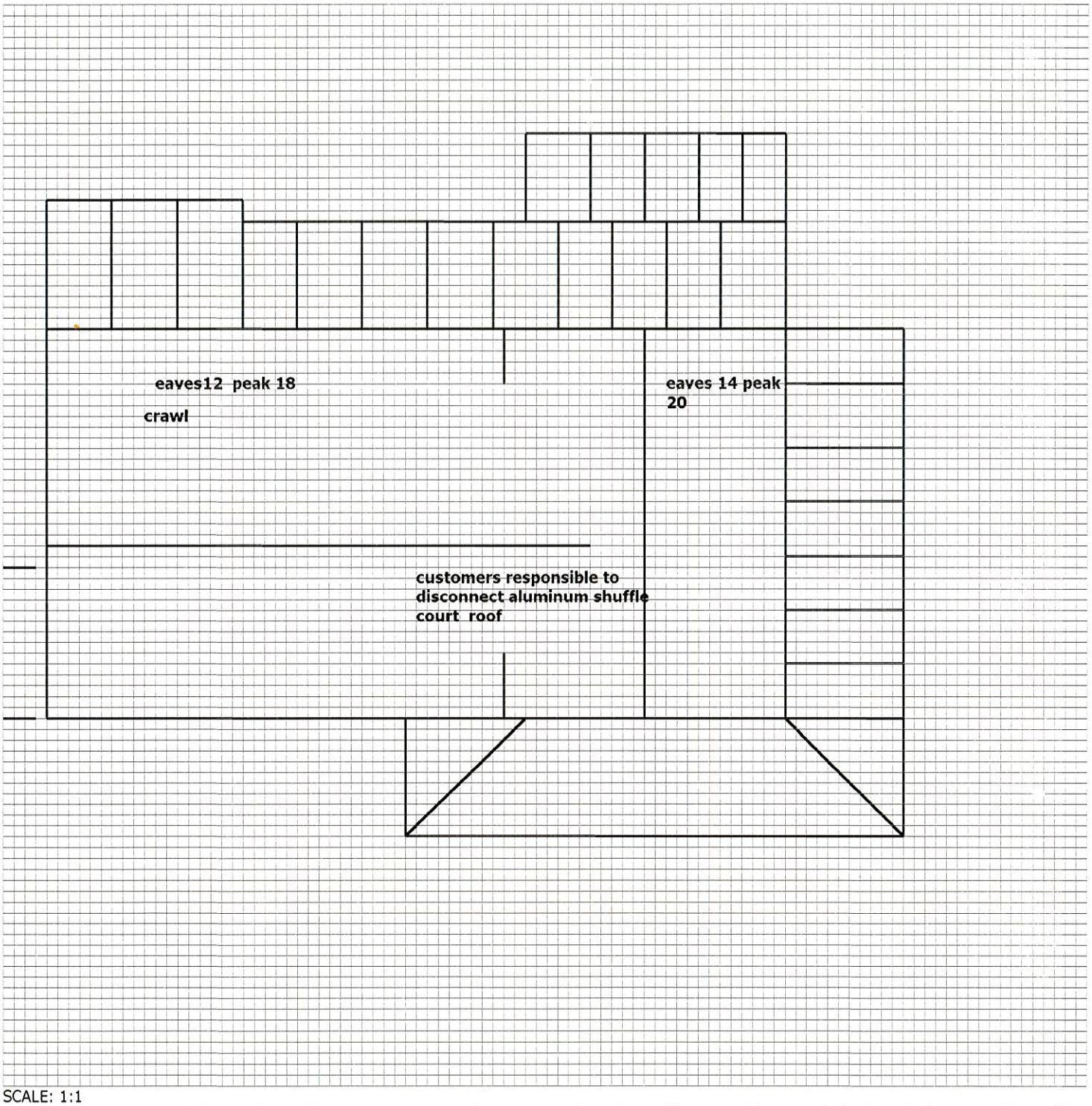
SARASOTA
1973 NORTHGATE BLVD.
SARASOTA, FL 34234

Inspection Graph
Contract #: 62083-0145204

Inspection Date: 1/30/15
Customer: AVON PARK SENIOR CITIZENS ACTIVITIE
109 E MAIN ST AVON PARK, FL 33825



SCALE: 1:1

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph. If X (circled or not) appears on the graph, it is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.

See Graph Legend on next page.

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