



BOARD OF COUNTY COMMISSIONERS

DATE: December 10, 2013
AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature

Subject:

Approval of Final Agreement - Professional Services- Construction Management - Terminal Renovations, Phase II, St. Pete-Clearwater International Airport (Airport)
Contract No. 123-0279-NC(RM)

Department:

Department of Environment and Infrastructure - Airport / Purchasing

Staff Member Responsible:

Noah Lagos / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED AGREEMENT WITH BILTMORE CONSTRUCTION CO., INC., (BILTMORE), BELLEAIR, FLORIDA, FOR PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES-TERMINAL RENOVATIONS, PHASE II.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

On September 17, 2013, the Board approved the ranking of firms and authorized staff to negotiate a final contract with Biltmore for Construction Management Services for the Airport Terminal Renovations, Phase II. A final agreement has been negotiated by Staff and is presented to the Board for consideration. The total compensation to be paid under this agreement is an amount not to exceed \$349,500.00. The compensation shall be for the actual work performed in accordance with the schedule of rate values (fully burdened) and are attached to the Agreement as Exhibit A.

The contract will be effective upon execution of the agreement and continue for a period of one (1) year from the Notice to Proceed.

Because the terminal is an active facility, the renovation work must be done while maintaining operations. The construction manager (CM) will be coordinating and inspecting the construction process from the initial development to final construction. The CM will coordinate construction activities with the Airport, inspect new facilities for compliance in the execution of the project plans and will assist in keeping the project on budget. Additionally, the CM will track all schedules and observe work performance to ensure the safety of the public and the employees on the job site during the construction phase.

Fiscal Impact/Cost/Revenue Summary:

The final agreement amount is not to exceed \$349,500.00. Funding for these services is derived as follows: fifty percent (50%) from Passenger Facility Charges and fifty percent (50%) from a Grant from the Florida Department of Transportation.

Exhibits/Attachments:

Agreements

**PROFESSIONAL SERVICES NON-CONTINUING CONSTRUCTION MANAGEMENT
SERVICES AGREEMENT
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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGEMENT
SERVICES
TERMINAL RENOVATIONS, PHASE II ST. PETE CLEARWATER INTERNATIONAL AIRPORT
CONTRACT No.: 123-0279-NC**

THIS AGREEMENT, entered into on the ____ day of _____, 20____, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and BILTMORE CONSTRUCTION CO., INC. , with offices in BELLEAIR, FLORIDA , hereinafter referred to as the CONSTRUCTION MANAGER.

WITNESSETH, That:

WHEREAS, the COUNTY requires Construction Management professional services in support of the aforementioned improvements being hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY desires the CONSTRUCTION MANAGER provide PROFESSIONAL SERVICES requisite to the management needs of the County's DEI/Airport Department TERMINAL RENOVATIONS, PHASE II PROJECT; and

WHEREAS, the CONSTRUCTION MANAGER has expressed the willingness and ability to provide the aforementioned Services; and

NOW THEREFORE, the COUNTY and the CONSTRUCTION MANAGER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

For the purposes of this Agreement the term PROJECT shall include THE SUPPORT OF CONSTRUCTION MANAGEMENT to provide and assist the Airport with the implementation of the project

The Construction Manager shall function as an extension of the COUNTY's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this AGREEMENT. The CONSTRUCTION MANAGER shall minimize the COUNTY's need to apply its own resources to assignment authorized by the COUNTY. The COUNTY, as its option, may elect to expand, reduce, or delete the extent of the work element described in this Section, as well as, Section 3, provided such action does not alter the intent of this AGREEMENT.

2.2 ASSIGNMENT OF WORK

This work assignment for CONSTRUCTION MANAGEMENT for this project is non-continuing, and is limited to the specific requirements defined by this AGREEMENT.

2.3 CONSTRUCTION MANAGER RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSTRUCTION MANAGER is held accountable for coordinating project inspections with Pinellas County Inspectors, including checking and plan review, and that submittals are complete. The CONSTRUCTION MANAGER shall utilize that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions, in similar locations. The CONSTRUCTION MANAGER shall use due care in performing in a construction management capacity and shall have due regard for acceptable standards of all engineering principles.
- B. CONSTRUCTION MANAGER shall be responsible for the accuracy of its work and shall promptly correct its errors without additional compensation. Acceptance of the work by the COUNTY will not relieve CONSTRUCTION MANAGER of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. CONSTRUCTION MANAGER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this AGREEMENT; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSTRUCTION MANAGER. All of the services required herein will be performed by the CONSTRUCTION MANAGER or under the CONSTRUCTION MANAGER's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

2.4 CONSTRUCTION MANAGER'S PERFORMANCE

During the term of this Agreement and all supplements thereof, the COUNTY will review various elements of CONSTRUCTION MANAGER's operations, such as construction inspection and administrative activities, to determine compliance with this Agreement. CONSTRUCTION MANAGER shall cooperate and assist COUNTY representatives in conducting the reviews. If deficiencies are indicated, CONSTRUCTION MANAGER shall implement remedial action immediately upon the approval of the COUNTY Construction Project Manager. COUNTY suggestions/comments and CONSTRUCTION

MANAGER's responses/actions are to be properly documented by the CONSTRUCTION MANAGER. No additional compensation shall be allowed for remedial action taken by the CONSTRUCTION MANAGER to correct deficiencies as directed by the COUNTY. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one (1) week of notification.
- B. Replace personnel whose performance has been determined by the COUNTY to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the CONSTRUCTION MANAGER's responsibility.
- D. Increase the scope and frequency of training of the CONSTRUCTION MANAGER's personnel.

2.5 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

Services provided by the CONSTRUCTION MANAGER shall be in accordance with applicable professional and industry standards. The CONSTRUCTION MANAGER shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the projects or the services to be performed.

A. QUALITY ASSURANCE RECORDS

The CONSTRUCTION MANAGER shall maintain adequate records of the quality assurance actions performed by its organization in providing services and products under this AGREEMENT. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the COUNTY upon request during the term of this AGREEMENT. All records shall be kept at the primary office site. All records are subject to audit review.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSTRUCTION MANAGER

3.1 SERVICES

- 3.1.1 CONSTRUCTION MANAGER shall furnish all services, equipment, and manpower necessary for the project in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, CONSTRUCTION MANAGER shall assist in obtaining a file of the proposed design from the Architect/Engineer of record in AutoCAD.
- 3.1.3 CONSTRUCTION MANAGER shall provide the following, if requested:
 - A. Reviews of shop drawings, calculations, schedules and other technical documents.
 - B. Quality control and constructability reviews of plans.
 - C. Project Implementation Services for design such as: infrastructure studies and investigations, utility coordination, cost estimating, construction consultant engineering, and inspection.

- D. Status meetings at a minimum of one each week.

3.2 GENERAL ADMINISTRATION

- A. It shall be the responsibility of the CONSTRUCTION MANAGER to administer, monitor, and inspect the Construction Contract such that the Project is constructed in reasonable conformity with the plans, specifications, and special provisions for the construction contract.
- B. CONSTRUCTION MANAGER shall observe/monitor the contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the COUNTY, and advise the Contractor to correct such observed discrepancies.
- C. CONSTRUCTION MANAGER shall advise the COUNTY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor. Identification of construction issues by CONSTRUCTION MANAGER shall not relieve the contractor of responsibility for the satisfactory performance of the construction contract.

3.3 OFFICE AUTOMATION

- A. Ownership and possession of computer equipment and related software, which is provided by the CONSTRUCTION MANAGER, shall remain at all times with the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times. Office space will be provided to the CONSTRUCTION MANAGER by St. Petersburg-Clearwater Airport (PIE) thru the CONTRACTOR.

3.4 VEHICLES

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name of the CONSTRUCTION MANAGER's firm visibly displayed on both sides of the vehicle. The CONSTRUCTION MANAGER will not utilize company vehicles on this project.

3.5 FIELD EQUIPMENT

- A. The CONSTRUCTION MANAGER shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement. The CONSTRUCTION MANAGER'S field equipment will be limited to general office equipment.
- B. Hard hats shall have the name of the construction management firm visibly displayed.
- C. Equipment described herein and expendable materials under this Agreement will remain the property of the CONSTRUCTION MANAGER and shall be removed upon completion of the work.

- D. The CONSTRUCTION MANAGER shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

3.6 LICENSING FOR EQUIPMENT OPERATIONS

- A. The CONSTRUCTION MANAGER will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The CONSTRUCTION MANAGER shall make the license and supporting documents available to the COUNTY for verification, upon request. This provision is not applicable for this project.

3.7 LIAISON

- A. The CONSTRUCTION MANAGER shall keep the COUNTY Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and shall seek input from the COUNTY Construction Project Manager in order for the COUNTY Construction Project Manager to oversee the CONSTRUCTION MANAGER's performance.
- B. Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the COUNTY Construction Project Manager.

SECTION 4 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

4.1 The COUNTY shall provide the following for the CONSTRUCTION MANAGER'S use and guidance:

- A. Copies of as-built construction plans and data pertinent to the work assignments, which the COUNTY may have in its possession.
- B. Copies of the project construction contract documents and specifications.

SECTION 5 PERFORMANCE SCHEDULES

The CONSTRUCTION MANAGER shall plan and execute the performance of all services provided for under this AGREEMENT in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Project Assignment to be performed by the CONSTRUCTION MANAGER shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Airport Director or Designee.

SECTION 6
PAYMENT GUIDELINES AND CATEGORY OF SERVICES

6.1 BASIC SERVICES

The services described and provided for under Sections 2, AND 3 shall constitute the Basic Services to be performed by the CONSTRUCTION MANAGER under this Agreement.

6.2 ADDITIONAL SERVICES

When executed by the Board of County Commissioners as an amendment to this Agreement, the CONSTRUCTION MANAGER shall provide such additional services as may become necessary because of changes in the Scope of PROJECT. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

6.3 INVOICING

The COUNTY shall make payments to the CONSTRUCTION MANAGER for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the COUNTY may, prior to processing of the invoice for payment, require the CONSTRUCTION MANAGER to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

- 6.4 The CONSTRUCTION MANAGER shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager. All progress invoices shall be sent directly to the County's Accounts Payable Department for processing. Invoice information should include:

Vendor Name
Remittance Address
Invoice Number
Date
Amount due
Any other details on goods or services
Purchase Order number
Name of County Department that ordered the goods or services
Name and phone number of the County contact person

If the invoice is missing any information, payment may be delayed. Send invoices via US Postal Service to:

Finance Division Accounts Payable
Board of County Commissioners Pinellas County
P.O. Box 2438
Clearwater, FL 33757

Invoices may also be sent via email to: FinanceAccountsPay@pinellascounty.org with the word INVOICE in subject line.

- 6.5 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the Construction Manager for correction.

- 6.6 Any and all disputes regarding invoices shall be resolved by the Dispute Resolution for Pinellas County Commissioners in Matters of Invoice Payments.

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 For the services provided for CONSTRUCTION MANAGEMENT, the COUNTY agrees to pay the CONSTRUCTION MANAGER on a fully burdened hourly rate basis. Compensation shall be for the actual work performed in accordance with the schedule of rate values attached to this AGREEMENT AND incorporated herein as Exhibit A.

7.2 The total compensation to be paid under this Agreement is an amount not to exceed Three Hundred Forty-Nine Thousand, Five Hundred and no/100 dollars (\$349,500.00). Total payments to the CONSTRUCTION MANAGER may not exceed this amount without Board of County Commissioners approval.

7.3 For any ADDITIONAL SERVICES, the CONSTRUCTION MANAGER shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services and compensation therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement. The COUNTY agrees to pay the CONSTRUCTION MANAGER a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.

7.4 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSTRUCTION MANAGER shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

SECTION 8 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

8.1 The CONSTRUCTION MANAGER shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSTRUCTION MANAGER shall provide written notice to the COUNTY within thirty (30) business days of CONSTRUCTION MANAGER's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

8.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any CONSTRUCTION MANAGER in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged.

SECTION 9 SATISFACTORY PERFORMANCE

All services to be provided by the CONSTRUCTION MANAGER under the provisions of this AGREEMENT, shall be performed to the reasonable satisfaction of the COUNTY's designated Airport Director or designee.

**SECTION 10
RESOLUTION OF DISAGREEMENTS**

10.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

10.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

**SECTION 11
CONSTRUCTION MANAGER'S ACCOUNTING RECORDS**

11.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

11.2 The CONSTRUCTION MANAGER's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSTRUCTION MANAGER or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, CONSTRUCTION MANAGER files, original, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

11.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

11.4 The COUNTY'S agent or authorized representative shall have access to the CONSTRUCTION MANAGER's facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY's agent or authorized representative shall give the CONSTRUCTION MANAGER reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 12
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement:

12.1 Drawings, specifications, photographs, reports, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, specifications, drawings, maps, photographs and reports prepared by the CONSTRUCTION MANAGER shall be delivered by the CONSTRUCTION MANAGER to the COUNTY at the conclusion of the project or the termination of the CONSTRUCTION MANAGER's services.

12.2 The CONSTRUCTION MANAGER at its own expense may retain copies for its files and internal use.

SECTION 13
INSURANCE COVERAGE AND INDEMNIFICATION

13.1 The CONSTRUCTION MANAGER must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The CONSTRUCTION MANAGER must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract per Attachment 1 – Section C Insurance Requirements.

13.2 To the maximum extent permitted by Florida law, CONSTRUCTION MANAGER shall indemnify and hold harmless COUNTY and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorney's fees and paralegal's fees, whether resulting from any claimed breach of this Agreement by CONSTRUCTION MANAGER or from personal injury, property damage, direct or indirect consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONSTRUCTION MANAGER or anyone employed or utilized by the CONSTRUCTION MANAGER in the performance of this Agreement.

SECTION 14
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

In carrying out the contract, the CONSTRUCTION MANAGER shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin.

SECTION 15
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONSTRUCTION MANAGER acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of COUNTY. CONSTRUCTION MANAGER acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

SECTION 16
PROHIBITION AGAINST CONTINGENT FEE

The CONSTRUCTION MANAGER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSTRUCTION MANAGER to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSTRUCTION MANAGER, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 17
TRUTH IN NEGOTIATIONS

By execution of this Agreement, the CONSTRUCTION MANAGER certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was

increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

SECTION 18 SUCCESSORS AND ASSIGNS

The CONSTRUCTION MANAGER shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the COUNTY.

SECTION 19 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitation thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 20 TERMINATION OF AGREEMENT

20.1 The COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONSTRUCTION MANAGER of the intention to cancel. Failure of the CONSTRUCTION MANAGER to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of COUNTY. Alternatively, at the COUNTY'S discretion, the COUNTY may provide to CONSTRUCTION MANAGER thirty (30) days to cure the breach. Where notice of breach and opportunity to cure is given, and CONSTRUCTION MANAGER fails to cure the breach within the time provided for cure, COUNTY reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

20.2 If COUNTY terminates the Agreement for convenience, other than where the CONSTRUCTION MANAGER breaches the Agreement, the CONSTRUCTION MANAGER recovery against the COUNTY shall be limited to that portion of the CONSTRUCTION MANAGER'S compensation earned through date of termination, together with any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination. The CONSTRUCTION MANAGER shall not be entitled to any further recovery against the COUNTY, including but not limited to anticipated fees or profit on work not required to be performed.

20.3 Upon termination, the CONSTRUCTION MANAGER shall deliver to the COUNTY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

20.4 In the event that conditions arise, such as lack of available funds, which in the COUNTY'S opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

**SECTION 21
AGREEMENT TERM**

This Agreement will become effective on the date of execution first written above and shall remain in effect for one (1) year from the Notice to Proceed, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

**SECTION 22
CONFLICT OF INTEREST**

22.1 By accepting award of this Contract, the CONSTRUCTION MANAGER, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSTRUCTION MANAGER'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the PROJECT for which the CONSTRUCTION MANAGER is furnishing its services required hereunder.

22.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the County.

**SECTION 24
ENTIRE AGREEMENT**

This Agreement represents, together with all Exhibits, the entire written Agreement between the COUNTY and the CONSTRUCTION MANAGER and may be amended only by written instrument signed by both the COUNTY and the CONSTRUCTION MANAGER.

**SECTION 25
PUBLIC ENTITY CRIMES**

The CONSTRUCTION MANAGER is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the COUNTY'S requirement that the CONSTRUCTION MANAGER comply with it in all respects prior to and during the term of the Contract.


**SECTION 26
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name
BILTMORE CONSTRUCTION CO., INC.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: *E. Rakor Jr*
Title: *President* Date: *11/4/13*

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: *Val Hyde*
Print Name: *VAE HYDE*
Title: *Asst Secretary* Date: *11/4/13*

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney

SECTION 27 - ATTACHMENT

FLORIDA DEPARTMENT OF TRANSPORTATION APPROVAL

This Agreement is subject to the approval of the Florida Department of Transportation (FDOT).

In addition, the following FDOT provisions are applicable to this contract:

FDOT

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

Equal Employment Opportunity: In connection with the carrying out of this Project, the contractor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall insert the foregoing provision modified only to show the particular contractual relationship in all its subcontracts in connection with the development or operation of the Project, except subcontracts for the standard commercial supplies or raw materials, and shall require all such subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Contractor shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

Title VI - Civil Rights Act of 1964: The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto.

Title VIII - Civil Rights Act of 1968: The Contractor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex and age.

Americans with Disabilities Act of 1990 (ADA): The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012, et. Seq.) the regulations of the federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

Disadvantaged Business Enterprise (DBE) Policy and Obligation:

DBE Policy: It is the policy of the FDOT Grant that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26, as amended, shall have the equal opportunity to participate in the performance of contracts financed in whole or in part with FDOT funds. The DBE requirements of 49 CFR Part 26, as amended, apply to this contract.

DBE Obligation: The Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the equal opportunity to participate in the performance of this contract. In this regard, the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform this contract. The contractor and their subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of this contract.

The contractor shall not discriminate on the basis of race color national origin or sex in the award and

performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26 The contractor shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts The airport's DBE program goal as required by 49 CFR part 26 and as approved by DOT is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this contract. Upon notification to the contractor of its failure to carry out its approved program the County may impose sanctions as provided for under part 26 and may in appropriate cases refer the matter for enforcement under 18USC1001 and/or the Program Fraud Civil Remedies Act of 1986 (31USC3801 et seq.)

Exhibit A

HOURLY RATE SHEET

Exhibit B

CONSTRUCTION MANAGEMENT CEI Position Descriptions

Exhibit C

General Scope of Services

EXHIBIT A

CONSTRUCTION MANAGER'S PERSONNEL

Individual:	Title:	Labor Hours:	Rate Per Hour:	Total:
Vito DiRuggiero	Project Director	120	\$175.00	\$21,000.00
Ron Cupler	Project Manager	600	\$160.00	\$96,000.00
Matt Rincon	Senior Inspector	1100	\$150.00	\$165,000.00
Ray Rankin	Inspector	0	\$120.00	0.00
David Best Advanced System Engineering	Project Engineer	160	\$150.00	\$24,000.00
Janice Hajek	Project Administrator	580	\$75.00	\$43,500.00
				<hr/> \$349,500.00

Note 1: The Inspector position is shown only as a rate with no anticipated hours.
This is in the event the inspector needs to fill in for the Senior Inspector.

Note 2: The hours and totals are for 1 year from Notice to Proceed / Contract Execution.

Note3: The hourly rates are fully loaded and include all labor, overhead, expenses and
profit of any nature including travel within the Tampa Bay Metropolitan Statistical
area. Travel outside of the area will be reimbursed in accordance with Section
112.061F.S.

Exhibit B

PROJECT DIRECTOR-POSITION DESCRIPTIONS

PRIMARY FUNCTION:

Provide overall management direction for existing projects.

TYPICAL DUTIES:

1. Plan, organize and staff key field positions through regional department heads, subordinate project managers, construction managers, etc.
2. Establish project objectives, policies, procedures and performance standards within boundaries of corporate policy.
3. Initiate and maintain liaison with client and A/E contacts, to facilitate construction activities.
4. Monitor/control construction through administrative direction of assigned Project Manager and on-site Inspector(s) to ensure project is built on schedule and within budget; investigate potentially serious situations and implement corrective measures.
5. Represent company in project meetings, strategy meetings etc. as required.
6. Manage financial aspects of contracts to protect company's interest and simultaneously maintain good relationship with Client.
7. Assume additional responsibilities as directed by corporate executives.

SKILLS, KNOWLEDGE, QUALIFICATIONS, & EXPERIENCE:

Educational and experience requirements include: 4 year engineering degree or equivalent, plus extensive (fifteen or more years) experience/knowledge of construction, design, finance and management required. Must be able to apply innovative and effective management techniques to maximize employee performance. Thorough understanding of corporate and industry practices, processes, standards, etc. and their impact on project activities vital; superior communication and interpersonal (tact, diplomacy, influence, etc.) skills essential. Significant business skill required.

Exhibit B

PROJECT MANAGER-POSITION DESCRIPTIONS

PRIMARY FUNCTION:

Reports to Project Director

Has ultimate authority and responsibility over any and all factors relating to the overall financial and non-financial success or failure of the Project(s) under his control.

Manages and is responsible for the conformance and compliance with the Agreement between Owner and Construction Manager.

Works closely with and manages the efforts of members of the Pre-Construction Department, the Project Superintendent(s), the Accounting Department, the Risk Management Department and Project Administration as required to effectively oversee the Project(s).

Position Requirements:

1. Bachelor's Degree in Construction Management, Business Management, Business Administration, Architecture, Engineering or related fields and/or work experience in Construction and/or Business Management.
2. Have understanding of construction practices
3. Have a basic understanding of standard accounting practices
4. Have computer skills and knowledge
5. Possess strong organizational skills.
6. Possess good written and verbal communication skills
7. Have the ability to work with minimal supervision i.e. a self starter
8. Have a positive "can do" attitude
9. Have the ability to effectively direct the work of team members as well as subordinates
10. Have the ability to prioritize work and multi-task.

Specific Duties and Responsibilities:

1. Participate in the Company marketing strategies and goals.
2. Participate in the preparation and delivery of presentations.
3. Oversee and participate in all aspects of the Project during the Pre-Construction Phase.
4. Assist in the development of the preliminary Project Schedule.
5. Prepare Budget and distribute as required.
6. Become familiar with the obligations of all parties regarding all aspects of the Agreement between Owner and Construction Manager.
7. Oversee and ensure the Company's compliance with the Agreement between Owner and Construction Manager.
8. Issue Subcontracts and Purchase Orders
9. Prepare and properly submit all Applications for Payment (including Design Phase Fee) to the Owner in accordance with Company procedures.
10. Monitor the receipt of payment from the Owner.
11. Monitor the release of payment to Subcontractors and Vendors ensuring that all Company

requirements for distribution of funds are met.

12. Prepare and submit proper Contingency Adjustments and maintain an up-dated Summary.
13. Prepare and submit Owner Change Orders and maintain an updated Summary
14. Prepare and submit Construction Change Directives (CCD's) and maintain an updated summary.
15. Issue detailed Subcontractor and Vendor Change Orders.
16. Update Projected Cost Worksheets including Profit/Loss Summary as required.
17. Maintain control of all Project costs.
18. Assist in the development of and continually monitor and up-date the Project Schedule.
19. Conduct and or assist the Superintendent in Scheduling and Coordination Meetings as required.
20. Oversee the receipt, review and distribution of all submittals and shop drawings.
21. Maintain up to date Drawings and Specifications!
22. Prepare and submit pricing for Proposal Requests and maintain an up-dated Summary.
23. Conduct Pre-Construction Meetings with award Subcontractors and BCC personnel.
24. 36 Conduct Owner/Architect Meetings using the established Agenda.
25. Prepare and distribute Monthly Progress Reports
26. Oversee the processing of Requests for Information and maintain an up-dated Log.
27. Review and distribute Architects Supplemental Instructions and maintain an up-dated Summary.
28. Compliment the Superintendent's efforts to ensure an acceptable performance by the subcontractors and Vendors.
29. Require that the Ow/er and Architect fulfill their respective Contractual obligations.
30. Coordinate Owner Direct Purchases and Owner Provided Insurance Programs as required.
31. Oversee receipt, review and submission of all Close-Out documentation.
32. Conduct 11 month Warranty Walk-thru inspection.
33. Coordinate the fulfillment of all warranty obligations.
34. Serve as the primary contact/liaison while maintaining a positive relationship with the Owner and Architect.
35. Work as a team with the Project Superintendent to ensure that the Project is completed on time and within budget,
36. Advise Management of any issue requiring their knowledge or attention.
37. Continue to gain knowledge through formal and informal education.
38. Present yourself in a professional manner.

Exhibit B

SENIOR INSPECTOR-POSITION DESCRIPTIONS

Duties of the Senior Inspector include but may not be limited to:

JOB SUMMARY

Senior Inspector reports to Project Manager. Senior Inspector plans, coordinates, documents, supervises, and completes projects according to schedule, within budget requirements, meeting specified quality standards while maintaining a good customer and professional relationship and following Biltmore's policies and procedures. Senior Inspector must effectively motivate, develop and manage subordinates while further developing his own motivational and management skills. Maintain a responsive, productive relationship with the Project Manager and use independent judgment, therefore requiring a limited amount of direction and counseling to accomplish the job.

DUTIES AND RESPONSIBILITIES

Reviews plans and specifications in detail so as to be knowledgeable in all phases of the field work and determines the best methods and procedures for carrying out the work. Works with Project Manager and Subcontractors to establish a construction CPM schedule. Determines personnel, material, tool and equipment needs and procures in coordination with Project Manager and according to availability and budget guidelines. Makes/verifies arrangements for obtaining the required inspections and utility locations. Verifies that subcontracts, purchase orders and insurance certificates for needed work have been executed and received by Biltmore in advance of the scheduled start of such work. If not received, Senior Inspector reports same to Project Manager immediately, at which time work proceeds in accordance with direction from Project Manager. Senior Inspector determines/arranges for jobsite security through the Project Manager, for the duration of the project. Senior Inspector plans agenda for and oversees weekly safety meetings, and arranges for jobsite safety equipment and first aid supplies through the Safety Director.

COORDINATION

Senior Inspector coordinates the field work of all trades to comply with or improve construction schedule and runs regular weekly jobsite subcontractor progress meetings attended by Project Manager and all required subcontractor supervisory personnel. Senior Inspector reviews CPM schedule with Project Manager to revise, update and determine actions to be taken in order to maintain or improve original schedule. Senior Inspector forms jobsite safety committee with key Biltmore and subcontractor field supervisors and coordinates safety concerns of the committee with the agenda for weekly safety meetings.

SUPERVISION

Quality control and assurance is of the highest priority. Senior Inspector inspects the work of all trades to insure materials and workmanship conform to plans and specifications and monitors all work to be sure the construction schedule is maintained. Reports all deficiencies to responsible Subcontractor supervisory personnel for correction. Directs deficiencies to Project Manager. Directs (through subordinates, as applicable) all Biltmore personnel and monitors their workmanship and productivity. With approval of the Project Manager, Senior Inspector hires and fires all hourly Biltmore personnel on his project. Salaried and other key personnel, are hired and fired only by Management. Senior Inspector manages all work within budget requirements and supervises all testing and other quality control operations to assure conformance with the Contract Documents. Schedules and conducts (or delegates through Safety Committee) weekly safety meetings that cover all necessary/applicable safety topics, directives and announcements. Senior Inspector is responsible for total jobsite safety. Senior Inspector is to be present at the jobsite at all times that Biltmore or subcontractor personnel are on site, or must make arrangements in advance with Project Manager to assure proper jobsite supervision is maintained. Senior Inspector must require subcontractors to perform work during regular work hours only, unless other arrangements have been made in advance with Project Manager. Senior Inspector is responsible for posting all rules, regulations and other required documents on the jobsite and for requiring all Biltmore and subcontractor personnel to conform with Biltmore's jobsite rules and regulations.

DOCUMENTS

Senior Inspector maintains jobsite as-built documents as well as permit record drawings as required by the Building official having jurisdiction over the project. Senior Inspector should make note of who the Building Official is and how to contact him. Senior Inspector completes daily reports and other paperwork to be turned in to the main office and makes sure they are delivered to the home office at least every Monday and Thursday nights. Senior Inspector maintains a project diary or logbook (which remains the permanent property of Biltmore) containing the following information, as well as any other pertinent or important information, for each work day: Date and day of week; weather information, conditions, rainfall measurement and any effect on work progress or conditions; significant milestones or accomplishments attained that day (concrete pours, dry-in, certificate of occupancy, etc.); visitors and significant actions or comments by them; description of all delays, lack of progress, no-show or insufficient work force by subcontractor, construction problems, need for decisions; job safety or injury comments; significant comments or directives from Owner, Architect, Engineer, Subs, etc. In the event of ANY accident or injury on the jobsite, complete the appropriate forms and immediately notify the Risk Management Coordinator for further direction. On directives from the Owner, Architect, Engineer and Subs, please notify the Project Manager of these requests. Senior Inspector maintains the integrity of Biltmore Company Policies regarding ADA, EOE, OSHA, Drug Free Workplace, etc. By taking appropriate actions (i.e. drug testing, reporting, etc.). The Senior Inspector may be asked by the Project Manager for his input and knowledge of the circumstances on Subcontractor/Supplier pay requests before he approves/rejects the payment requests. Senior Inspector advises Project Manager of any known special circumstances regarding the financial situation of any Subcontractor/Supplier which may affect the project. This includes status of stored materials for which payment may be requested, as well as any unusual or deficient payment to Subcontractor's employees, sub-subs, or suppliers.

Exhibit B

INSPECTOR-POSITION DESCRIPTIONS

PRIMARY FUNCTION:

Assists the Senior Inspector in all duties as required, working toward increased responsibilities and knowledge of the job as described.

Physical requirements of this position are the same as for Senior Inspector.

Duties of the Inspector include but may not be limited to:

JOB SUMMARY

Inspector reports to Senior Inspector. Inspector plans, coordinates, documents, supervises, and completes projects according to schedule, within budget requirements, while following Company policies and procedures. Inspector maintains good customer and professional relationships. Must effectively motivate, develop and manage subordinates while further developing his own motivational and management skills. Must maintain a responsive, productive relationship with Project Manager and Senior Inspector, yet require a limited amount of direction and counseling to accomplish the job.

DUTIES AND RESPONSIBILITIES

Studies plans and specifications in detail so as to be knowledgeable in all phases of the field work and determines the best methods and procedures for carrying out the work. Works with Project manager, Senior Inspector, and Subcontractors to establish a construction CPM schedule. Reviews that schedule periodically with Project Manager and Senior Inspector to revise, update and determine actions to be taken in order to maintain or improve original schedule. Determines personnel, material, toll and equipment needs and procures same through Senior Inspector in coordination with Project Manager and according to availability and budget guidelines. Makes/verifies arrangements for obtaining the required inspections and utility locations. Verifies that subcontracts, purchase orders and insurance certificates for needed work have been executed and received by Biltmore in advance of the scheduled start of such work. If not received, Inspector reports same to Project Manager or Senior Inspector immediately, at which time work proceeds in accordance with direction from Senior Inspector. Inspector determines/arranges for jobsite security through the Senior Inspector, for the duration of the project. In coordination with Safety Coordinator, Inspector plans agenda for and oversees weekly safety meetings, and arranges for jobsite safety equipment and first aid supplies.

COORDINATION

Inspector coordinates the field work of all trades to comply with or improve construction schedule and runs regular weekly jobsite progress meetings attended by Project Manager and all required subcontractor supervisory personnel. Inspector forms safety committee with key Biltmore and subcontractor field supervisors and coordinates safety concerns of the committee with agenda for weekly safety meetings.

SUPERVISION

Quality assurance is of highest priority. Inspector inspects the work of all trades to insure materials and workmanship conform to plans and specifications and monitors all work to be sure construction schedule is maintained. Reports all deficiencies to responsible supervisory personnel for correction. Directs deficiencies to Project Manager and Senior Inspector. Directs (through subordinates, as applicable) all Biltmore personnel and monitors their workmanship and productivity. With approval of the Senior Inspector, Inspector hires and fires all hourly Biltmore personnel (except certain key permanent hourly and salaried personnel, who are hired and fired only by Management. Inspector manages all work within budget requirements and supervises all testing and other quality control operations to assure conformance with the Contract Documents. Schedules and conducts (or delegates through Safety Committee) weekly safety meetings that cover all necessary/applicable safety topics, directives and announcements. Inspector is responsible for total jobsite safety. Inspector is to be present at the jobsite at all times that Biltmore or subcontractor personnel are on site, or else must make arrangements in advance with Senior Inspector to assure proper jobsite supervision is maintained. Inspector must require subcontractors to perform work during regular work hours only, unless other arrangements have been made in advance with Senior Inspector. Inspector is responsible for posting all rules, regulations and other required documents on the jobsite and for requiring all Biltmore and subcontractor personnel to conform with Biltmore's jobsite rules and regulations.

DOCUMENTS

Inspector maintains jobsite as-built documents as well as permit record drawings as required by the Building official having jurisdiction over the project. Inspector completes daily reports, attaches operator's equipment reports and makes sure they are delivered to the home office at least every Monday and Thursday nights. For minor purchases of materials and equipment (but no labor), Inspector completes field purchase orders of up to \$500.00, and assigns appropriate cost codes. Inspector maintains a project diary or logbook (which will remain the permanent property of Biltmore) containing the following information (as well as any other pertinent or important information) for each work day: Date and day of week; weather information, conditions, rainfall measurement and any effect on work progress or conditions; significant milestones or accomplishments attained that day (concrete pours, dry-in, certificate of occupancy, etc.); visitors and significant actions or comments by them; description of all delays, lack of progress, no-show or insufficient work force by subcontractor, construction problems, need for decisions; job safety or injury comments; significant comments or directives from Owner, Architect, Engineer, Subs, etc. In the event of ANY accident or injury on the jobsite, Inspector completes appropriate forms and immediately notifies Risk Management Coordinator for further direction. Inspector maintains the integrity of Biltmore Company Policies regarding ADA, EOE, OSHA, Drug Free Workplace, etc. by taking appropriate actions (i.e. drug testing, reporting, etc.). At the request of the Project Manager, Inspector may review Subcontractor/Supplier pay requests and approve /reject according to his knowledge of the circumstances. Inspector advises Senior Inspector and Project Manager of any known special circumstances regarding the financial situation of any Subcontractor/Supplier which may affect the project. This includes status of stored materials for which payment may be requested, as well as any unusual or deficient payment to Subcontractor's employees, sub-subs, or suppliers.

POSITION DESCRIPTION
Assistant Project Manager/Project Engineer
Reports to Project Director

Position Description

Assists the Project Manager in all of the specific duties and responsibilities of the Project Manager. Take on an ever-increasing role in all aspects of Project Management. Carry out the assignments given to him by the Project Manager to which he has been assigned.

Position Requirements

1. Bachelor's Degree in Construction Management, Business Management, Business Administration, Architecture, Engineering or related fields and/or work experience in Construction and/or Business Management.
2. Have understanding of construction practices
3. Have a basic understanding of standard accounting practices
4. Have computer skills and knowledge
5. Possess strong organizational skills.
6. Possess good written and verbal communication skills
7. Have the ability to work with minimal supervision i.e. a self starter
8. Have a positive "can do" attitude
9. Have the ability to effectively direct the work of team members as well as subordinates
10. Have the ability to prioritize work and multi-task.

Specific Duties and Responsibilities

Assist the Project Manager in the following:

1. Participate in the Company marketing strategies and goals.
2. Participate in the preparation and delivery of presentations.
3. Oversee and participate in all aspects of the Project during the Pre-Construction Phase.
4. Assist in the development of Bid Packages
5. Develop and give final approval of the list of invited Bidders.
6. Assist in the pre-qualifying of potential bidders.
7. Make initial contact and maintain contact with potential and invited bidders.
8. Develop project specific Scopes of Work.
9. Conduct Pre-bid /walk-thru meetings.
10. Develop project specific Bid Form.
11. Conduct Bid opening and tabulations.
12. Conduct Post-Bid interviews.
13. Assist in the development of the Guaranteed Maximum Price proposal.
14. Assist in the development of the preliminary Project Schedule.
15. Make final selection of subcontractors and vendors.
16. Prepare Buy-Out Summary and distribute as required.
17. Prepare Budget and distribute as required.
18. Become familiar with the obligations of all parties regarding all aspects of the Agreement between Owner and Construction Manager.
19. Oversee and ensure the Company's compliance with the Agreement between Owner and Construction Manager.
20. Issue Subcontracts and Purchase Orders
21. Prepare and properly submit all Applications for Payment (including Design Phase Fee) to the Owner in accordance with Company procedures.
22. Monitor the receipt of payment from the Owner.
23. Monitor the release of payment to Subcontractors and Vendors ensuring that all Company requirements for distribution of funds are met.
24. Prepare and submit proper Contingency Adjustments and maintain an up-dated Summary.
25. Prepare and submit Owner Change Orders and maintain an updated Summary
26. Prepare and submit Construction Change Directives (CCD's) and maintain an updated summary.
27. Issue detailed Subcontractor and Vendor Change Orders.
28. Update Projected Cost Worksheets including Profit/Loss Summary as required.
29. Maintain control of all Project costs.

30. Assist in the development of and continually monitor and up-date the Project Schedule.
31. Conduct and or assist the Superintendent in Scheduling and Coordination Meetings as required.
32. Oversee the receipt, review and distribution of all submittals and shop drawings.
33. Maintain up to date Drawings and Specifications!
34. Prepare and submit pricing for Proposal Requests and maintain an up-dated Summary.
35. Conduct Pre-Construction Meetings with award Subcontractors and BCC personnel.
36. Conduct Owner/Architect Meetings using the established Agenda.
37. Prepare and distribute Monthly Progress Reports
38. Oversee the processing of Requests for Information and maintain an up-dated Log.
39. Review and distribute Architects Supplemental Instructions and maintain an up-dated Summary.
40. Compliment the Superintendent's efforts to ensure an acceptable performance by the subcontractors and Vendors.
41. Require that the Owner and Architect fulfill their respective Contractual obligations.
42. Coordinate Owner Direct Purchases and Owner Provided Insurance Programs as required.
43. Oversee receipt, review and submission of all Close-Out documentation.
44. Conduct 11 month Warranty Walk-thru inspection.
45. Coordinate the fulfillment of all warranty obligations.
46. Serve as the primary contact/liaison while maintaining a positive relationship with the Owner and Architect.
47. Work as a team with the Project Superintendent to ensure that the Project is completed on time and within budget,
48. Advise Management of any issue requiring their knowledge or attention.
49. Continue to gain knowledge through formal and informal education.
50. Present yourself in a professional manner.

In addition to any special requirements discussed by the Project Director or an authorized representative, the following are the physical demands and overall requirements for the position of Assistant Project Manager, this position requires individual to communicate clearly and effectively both verbally and in writing, to hear, understand, interpret and relate verbal communications, to read, understand, interpret and relate written communications in a precise manner. Must be able to site, stand or work for extended periods of time, exert 100 pounds of force occasionally and/or in excess of 50 pounds of force constantly to move objects ("exerting force: may include but not be limited to: lifting, carrying, pushing, pulling, and working overhead). Must be able to climb unassisted on scaffolding and other temporary and permanent platforms and formwork, must be physically/psychologically able to climb multi-storied buildings and structures without assistance or personnel hoist/elevator. Must be able to work in indoor or outdoor environments, in sun, rain, wind, in temperatures ranging from below 32 degrees Fahrenheit to in excess of 100 degrees Fahrenheit for extended periods of time.

I hereby certify that, I have read and fully understand the foregoing position description and I am not aware of any physical/mental limitations which would adversely affect my ability to perform the tasks associated with the position of Assistant Project Manager as described. If applicable, I have noted below any accommodations(s) required towards the performance of the tasks described.

BY _____ **DATE** _____

Exhibit B

PROJECT ADMINISTRATOR – POSITION DESCRIPTIONS

This position includes the following duties.

Assists Project Manager(s) with the following administrative tasks including, but not limited to:

1. Preparation of Subcontracts, Change Orders, Purchase Orders: Typing (including all necessary attachments), proofing, routing, preparation of transmittal(s), copying, logging, mailing out, following up, distribution upon receipt of signed originals. Also includes research into correct subcontractor and owner names, addresses, FEI Nos., and overall correct information.
2. Set-up of new job files including project notebooks for PM's and Superintendents, as well as online files, log books, and closeout files.
3. Follow-up with subcontractors throughout the course of the project for closeout documents via initial letters, follow-up letters, faxes, phone calls.
4. Set-up of notebooks for closeout documents, per Owner specifications, and the filing of documents in the appropriate notebook as they are received from subcontractors. At end of job, having completed job files moved to central storage with proper tracking identification.
5. Setting up of job "Logs" for subcontracts, change orders, and purchase orders and logging online of each with the date prepared, sent out, and received back from subcontractor/vendor.
6. Setting up of Master Contact List for all jobs to include information on Owner, Architect / Engineer contact with address, phone and fax numbers.
7. Entering submittal specification information into Timberline at beginning of project under direction of PM.
8. Logging submittals into Timberline, printing out of transmittal, sending to architect, logging upon return, and transmitting appropriate copies to subcontractor.
9. Prepare master subcontract routing form for collection of information to be used in preparing master subcontract, to be used as template for all subsequent subcontracts for a particular project.
10. Typing and proofing of any letters or other correspondence requested by PM(s), as well as faxes, emails, memos.
11. Preparing, proofing and sending out of weekly meeting minutes for projects.
12. Assembling monthly reports for all jobs including setting up of notebooks, including gathering information from various BCC personnel, properly placing photos/aerials, and all copying necessary for same. PA to keep track of due date for each job's monthly report and assemble same as much as possible prior to due date.
13. Assist in preparation of pay applications including backup materials for those owners who request it, making required number of copies for owner and BCC internally, preparation of transmittal, & sending out.
14. Requests for Information: Logging of RFI information into Timberline and filing of printed copy into RFI book, unless PM has requested this function be handled at job site.
15. Receiving PM's phone calls in his absence and assisting caller as much as possible (i.e. subcontractor calling about status of pay request).
16. Calls to subcontractors or others, as requested by PM(s).

17. Arranging for preparation of additional copies of plans, drawings, etc. and subsequent distribution.
18. Marking up of drawings if requested by PM(s).
19. Filling out Timberline form for additions or changes to Address Book.
Continuing education on Timberline Project Management system through use of manual and/or online training and one-on-one training as provided.
20. Filing paper correspondence in project files in Central File.
21. Assist in having drawings reproduced in hard copy and electronic form, and Biltmore's ftp site as requested.

The skills for this position include, but not are limited to, the following:

1. Strong administrative and clerical skills
2. Strong organizational skills. Detail oriented.
3. Filing and recordkeeping abilities
4. Excellent written and oral communications.
5. Ability to prioritize work and multi-task.
6. Professionalism in manner and dress.
7. Understanding of construction language and administrative process
8. Team player
9. Able to anticipate the needs of the Project Manager(s) and to act on them independently.
10. Ability to work harmoniously with members of other departments to achieve the specific requirements of the project.
11. Able to deal with project management issues in the Project Manager's absence.
12. Have positive "can do" attitude.
13. Intermediate level experience with Microsoft Word, Excel, Internet and email
14. Experience with Timberline or similar program is a plus.

Exhibit C

GENERAL SCOPE OF SERVICES

ST. PETERSBURG- CLEARWATER AIRPORT PROJECT

1. Review and process submittals between General Contractor & Architect/Engineer of Record.
2. Review and process RFI's between General Contractor & Architect/Engineer of Record.
3. Review and evaluate General Contractor schedule
4. Review and evaluate General Contractor request for additional time and compensation.
5. Process ASI between Architect/Engineer of Record and General Contractor.
6. Process and review project Pay Applications.
7. Process and review Proposal Requests & associated pricing between General Contractor, Owner & Architect/Engineer of Record.
8. Provide Constructability Review of Project Drawings.
9. Coordinate and accompany Pinellas County Inspector(s).
10. Monitor installation of work by General Contractor.
11. At Substantial Completion Walk Thru with the assistance of the Architect/Engineer of Record conduct punch list inspection and confirm Substantial Completion is achieved.
12. Confirm completion of Substantial Completion Punch List.
13. Review as-built drawings submitted by General Contractor with Engineer of Record.
14. Review closeout documents submitted by General Contractor.
15. Coordinate Owner Training with General Contractor & St. Petersburg-Clearwater Airport and/or Pinellas County Staff.

ATTACHMENT 1 – SECTION C – INSURANCE REQUIREMENTS
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Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph four (4) for Additional Insured shall be attached to the certificate(s).**

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using

ATTACHMENT 1 – SECTION C – INSURANCE REQUIREMENTS
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employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (A), (B), and (C) above:

Limits	
Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

- (E) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

ATTACHMENT 1 – SECTION C – INSURANCE REQUIREMENTS
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Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(F) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.