



BOARD OF COUNTY COMMISSIONERS

DATE: June 24, 2014

AGENDA ITEM NO. 13

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Final Negotiated Agreement - Consultant Services for Airport Improvement Projects - St. Pete-Clearwater International Airport
Contract No. 112-0413-CN (RM)

Department:

Department of Environment & Infrastructure (DEI) /
Purchasing

Staff Member Responsible:

Noah Lagos / Candy Mancuso

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED AGREEMENT WITH ATKINS NORTH AMERICA, INC. (ATKINS), TAMPA, FLORIDA FOR CONSULTANT SERVICES PERTAINING TO AIRPORT IMPROVEMENT PROJECTS - ST. PETE-CLEARWATER INTERNATIONAL AIRPORT (AIRPORT).

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

Summary Explanation/Background:

This project pertains to taxiway rehabilitation on the Airport airfield; improvements include, but are not limited to, the reconstruction or replacement of most taxiways on the west side of the main runway, 18-36. Some Airport taxiways have not been rehabilitated for over twenty (20) years while others no longer meet Federal Aviation Administration (FAA) criteria relative to shoulder requirements and fundamental geometry of how taxiway and runways intersect. An agreement has been negotiated by staff with Atkins to provide Construction Management (CM) services for Phase I Taxiway Improvements. Services are expected to be completed within two (2) years from the date the Board executes the agreement.

On October 16, 2012 the Board, in accordance with County Consultant Competitive Negotiation Act (CCNA) policy, approved the ranking of ten (10) firms to provide a wide range of professional services to assist the Airport in the implementation of Capital Improvement Projects (CIP) for rehabilitations and improvements to Taxiways, Aprons, Terminal Building and conversion of Runway 9-27 into a Taxiway. More specifically, as consultant services are required for each of the projects outlined in the Request For Proposal, staff will negotiate a contract for one firm to provide design services and another firm to provide construction administration services. The services shall be carried out in accordance with FAA regulations, ordinances and policies.

Fiscal Impact/Cost/Revenue Summary:

The lump sum not to exceed negotiated price for CM services is \$384,085.00 including allowable reimbursable costs for quality assurance testing, reproduction and binding fees, and a vehicle for the on-site Resident Project Representative.

Funding to support this project is budgeted in the County's Capital Improvement Program. The sources of funding for the project will be grants from the FAA and the Florida Department of Transportation, along with Passenger Facility Charges.

Previous actions related to this contract in reverse chronological order include:

- September 17, 2013; final negotiated agreement for Phase II Taxiway Improvements design services with Jacobs Engineering Group, Inc., (Jacobs) approved by the Board.
- June 4, 2013; final negotiated agreement for phase 1 Taxiway Improvements design services with American Infrastructure Development, Inc. (AID) approved by the Board.
- October 16, 2012; ranking of firms approved by the Board.

Exhibits/Attachments:

Contract Review

Agreement

Project Financial Overview



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

**CATS NO.:
44783**

**PROJECT: FINAL NEGOTIATED AGREEMENT FOR Terminal Building and Airfield Improvements-
St. Pete/Clearwater Inter., Airport with Atkins**

BID NUMBER: 112-0413-CN (RM)

REQ. NUMBER:

TYPE: ☐ Purchase Contract ☒ Other: CCNA ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Consultant submitting COI per Section C of the RFP
This is a two year contract.

PRODUCT ONLY ☐
Estimated Expenditure: NTE \$384,085.00

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> Candy Mancuso, Interim Director Ruby McKenzie, SR PA	4/16/14	<i>[Signature]</i>	<u>Signed agmts sent to legal for review.</u> <u>Review will be via email response to Purchasing from each reviewer</u>	
2.	<u>Requesting Dept.</u> Noah Lagos, Director John Holt	5/16/14	<i>[Signature]</i>		

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

3.	<u>Risk Management Director</u> Attn: Virginia Holscher (Check applicable box at right)		<i>email review</i>	TM working w firm	HIGH RISK NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams				
5.	<u>DEI Executive Director</u> Attn: David Scott		<i>email review</i>		
6.	Legal: Attn: Miles Belknap		<i>email review</i>		
7.	<u>Assistant County Adm</u> Attn: Joe Lauro		<i>email review</i>		

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: RUBY McKENZIE SR., PROCUREMENT ANALYST at Extension 43795
Please return your comments to Purchasing by: May 25, 2014

Revised 10/2012

TENTATIVE DATES

Bid Mail Out:
Bid Opening:
BCC Approval: 6/24/2014

McKenzie, Ruby M

From: Makras, Tiffany C
Sent: Thursday, May 22, 2014 2:35 PM
To: McKenzie, Ruby M
Subject: FW: CATS 44783 112-0413-CN(RM) Final Negotiated Agreement for Consultant Services Airfield Improvements
Attachments: cats 44783 CRT Atkins Agreement.pdf

Hi Ruby, were there any changes to the original document we reviewed because the insurance requirements have been set for 112-0413-CN.

Thanks,

Tiffany Makras

Pinellas County Risk Management

Phone (727) 464-5294

tmakras@pinellascounty.org

All government correspondence is subject to the public records law.

From: Holscher, Virginia
Sent: Friday, May 16, 2014 9:32 AM
To: White, Ginger; Makras, Tiffany C
Subject: FW: CATS 44783 112-0413-CN(RM) Final Negotiated Agreement for Consultant Services Airfield Improvements

Please note – looks like electronic only

Virginia E. Holscher, CPCU

Bureau Director, Risk Management

400 South Fort Harrison Avenue

Clearwater, FL 33756

Phone: 727-464-3559

Fax: 727-464-4060

Cell: 727-328-4756

vholscher@pinellascounty.org

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All government correspondence is subject to the public records law.

From: McKenzie, Ruby M
Sent: Thursday, May 15, 2014 3:05 PM
To: Savas, Monique M; Holt, John; Lagos, Noah; Holscher, Virginia; Williams, Cassandra B; Wells, Karen E; Scott, David; Belknap, Miles S; Lauro, Joseph
Cc: Mancuso, Candis L
Subject: CATS 44783 112-0413-CN(RM) Final Negotiated Agreement for Consultant Services Airfield Improvements

Please see attached contract review document. The file is also attached in CATS #44783. Once you review, please go into CATS and sign off and forward any comments/suggestions you have to me via response to this email. It is not necessary to print out the review and pass along to the next department. If you have a question about the agreement,

McKenzie, Ruby M

From: Williams, Cassandra B
Sent: Tuesday, June 03, 2014 11:33 AM
To: McKenzie, Ruby M
Subject: RE: 112-0413-CN CATS 44783 Final Negotiated Agreement for Consultant Services Airfield Improvements

Approved in CATS.
No changes.

Cassandra B. Williams, CPA
Finance Accountant II
Finance Division
Office of Ken Burke, Clerk of the Circuit Court and Comptroller
Pinellas County, Florida
(727) 464-8305 | Fax: (727) 464-8370
cbwilliams@pinellascounty.org | www.pinellasclerk.org

You must be the change you want to see in the world. Mahatma Gandhi

Please Note: All e-mails sent to and received from Pinellas County Government, including e-mail address and content, are subject to the broad provisions of the Florida Public Records Act and the Florida State Statutes and may be subject to disclosure.

From: McKenzie, Ruby M
Sent: Tuesday, June 03, 2014 11:08 AM
To: Williams, Cassandra B
Subject: 112-0413-CN CATS 44783 Final Negotiated Agreement for Consultant Services Airfield Improvements
Importance: High

Cassandra, you signed off on this in CATS but I need an email that states you reviewed the item and have no changes. I need this today.

Thank you

ruby

Ruby M. McKenzie, CPPB
Procurement Analyst, Lead
Purchasing Department

McKenzie, Ruby M

From: Belknap, Miles S
Sent: Wednesday, May 28, 2014 8:41 AM
To: McKenzie, Ruby M
Subject: RE: CATS 44783 112-0413-CN(RM) Final Negotiated Agreement for Consultant Services Airfield Improvements

Ruby,

I have reviewed it and I do not have any changes. It should already have been signed off in CATS. Can you please confirm that that is the same version of the agreement that I reviewed when John Holt and airport agreed that they were ok with the vendor's changes?

Miles Belknap
Assistant County Attorney
Pinellas County Attorney's Office
315 Court Street, 6th Floor
Clearwater, FL 33756
Phone: (727) 464-3354
Fax: (727) 464-4147
mbelknap@pinellascounty.org

All government correspondence is subject to the public records law.

From: McKenzie, Ruby M
Sent: Tuesday, May 27, 2014 5:57 PM
To: Belknap, Miles S
Subject: RE: CATS 44783 112-0413-CN(RM) Final Negotiated Agreement for Consultant Services Airfield Improvements

Miles,

Can you just send me an email that says you reviewed the agreements and have no changes?

Thanks.

ruby

From: Belknap, Miles S
Sent: Friday, May 23, 2014 1:53 PM
To: McKenzie, Ruby M
Subject: RE: CATS 44783 112-0413-CN(RM) Final Negotiated Agreement for Consultant Services Airfield Improvements

Yes the agreements were attached, but the review sheet said you sent signed agreements to legal. You meant the pdfs?

Miles Belknap
Assistant County Attorney
Pinellas County Attorney's Office
315 Court Street, 6th Floor
Clearwater, FL 33756
Phone: (727) 464-3354
Fax: (727) 464-4147

McKenzie, Ruby M

From: Wells, Karen E
Sent: Tuesday, May 27, 2014 4:30 PM
To: McKenzie, Ruby M; Williams, Cassandra B
Subject: RE: CATS 112-0413-CN Final Negotiated Agreement with Atkins for Terminal Building and Airfield Improvements
Attachments: CATS 44783 DES.pdf

I thought I sent this Friday. Sorry. I'll make sure it's attached to the CATS. Is this sufficient?

From: McKenzie, Ruby M
Sent: Tuesday, May 27, 2014 4:20 PM
To: Wells, Karen E; Williams, Cassandra B
Subject: CATS 112-0413-CN Final Negotiated Agreement with Atkins for Terminal Building and Airfield Improvements
Importance: High

As I have previously mentioned, it is important that this contract go to the BCC for approval in June due to loss of grant funding.

I hate to be a pest but this is really important to the Airport. If you are the person that does the reviewing, please give this item priority. If you are passing this item along to the reviewing party, please remind them we need their comments as soon as possible.

Thank you.

ruby

Ruby M. McKenzie, CPPB
Procurement Analyst, Lead
Purchasing Department



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

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This is a two year contract.

PRODUCT ONLY ☐
Estimated Expenditure: NTE \$384,085.00

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Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

3.	<u>Risk Management Director</u> Attn: Virginia Holscher (Check applicable box at right)			TM working w firm	HIGH RISK NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams				
5.	<u>DEI Executive Director</u> Attn: David Scott	5/23/14			
6.	Legal: Attn: Miles Belknap				
7.	<u>Assistant County Adm</u> Attn: Joe Lauro				

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: RUBY MCKENZIE SR., PROCUREMENT ANALYST at Extension 43795
Please return your comments to Purchasing by: May 25, 2014

Revised 10/2012

TENTATIVE DATES

Bid Mail Out:
Bid Opening:
BCC Approval: 6/24/2014

McKenzie, Ruby M

From: Lauro, Joseph
Sent: Tuesday, June 03, 2014 11:11 AM
To: McKenzie, Ruby M
Subject: RE: CATS 44783 112-0413-CN Final Negotiated Agreement

Ruby

actually Cheryl signed off :)

I Agree and have no changes

Thanks
Joe

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: "McKenzie, Ruby M" <rmmckenz@co.pinellas.fl.us>
Date: 06/03/2014 11:05 AM (GMT-05:00)
To: "Lauro, Joseph" <jlauro@co.pinellas.fl.us>
Subject: CATS 44783 112-0413-CN Final Negotiated Agreement

Hi Joe.

You signed off on this item CATS, but I need an email that states you reviewed the contract via email and have no changes to make. This was an email review to everyone due to grant funding and shortness of time to get to BCC.

Thanks.

ruby

Ruby M. McKenzie, CPPB
Procurement Analyst, Lead
Purchasing Department

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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AGREEMENT

SECTION 1 INTENT OF AGREEMENT

Consultant Services – Airport Improvement Projects/St. Pete Clearwater International Airport

THIS AGREEMENT, entered into on the ____ day of ____ 2014 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 Atkins North America, Inc., with offices in Tampa, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY requires **PROFESSIONAL CONSULTING SERVICES** associated with Taxiway Rehabilitation Phase 1 Construction Management on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL CONSULTING SERVICES requisite to the management needs of the COUNTY, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The Airport, through contract with American Infrastructure Development, Inc., has completed design documents for Taxiway Rehabilitation Phase 1 (PROJECT) at the St. Petersburg-Clearwater International Airport. The Project includes rehabilitation of Taxiways A, L, and M; relocation of Taxiway H; removal of Taxiways E, F, and G; construction of two new taxiways between Runway 18-36 and Taxiway A; modification to edge lights, guard lights, and electrical vault; changes to signage and pavement markings; construction of paved shoulders to meet new FAA regulations; and modifications to existing drainage systems as required by modified pavement cross sections.

Under this Agreement, the CONSULTANT will provide Construction Management Services during the construction phase of the PROJECT. Services will include review of design documents, full-time construction observation, materials testing, quality assurance, and general consultation to the Airport. The CONSULTANT will attend project meetings, process contractor requests for information, provide technical interpretations of the documents, process shop drawings, coordinate with the designer of record, and provide other services as described herein. Construction Administration duties such as review of shop drawings, response to technical requests for information, modification of construction plans or specifications, and preparation of record documents will be performed by the Design Team and will not be part of the CONSULTANT's scope of work.

2.2 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors or omissions.
- C. The CONSULTANT represents that it has secured or will secure 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 CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'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.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data that are prepared by the CONSULTANT. Services shall be prepared under the direction of an Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by a Florida registered engineer as required by Statute.
- E. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.3 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be managed by the CONSULTANT in accordance with the standard of care of a reasonable engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by CONSULTANT. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations,

standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.4 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one or more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY in its reasonable opinion decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a reasonable determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents prepared by Others.
 - C. Quality control and constructability reviews of plans prepared by Others.
 - D. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

3.3 DETAILED SCOPE OF SERVICES

For the purposes of scope definition and CONSULTANT fee development, the work has been divided into the following tasks. Any modifications and/or revisions to these tasks will constitute a change in the project scope and may require a revision to the compensation to be paid to the CONSULTANT.

Task 1: Project Administration and Coordination

This task involves the internal management of the Agreement including subconsultant management, project bookkeeping, billing, and coordination with project stakeholders. The Project

Manager (PM) will be readily available to the project team and the COUNTY to oversee necessary project related elements. The PM will oversee the work schedule and coordinate necessary revisions. The PM will ensure the necessary resources are provided to the Project as necessary to fulfill the Agreement.

Task 2: Review of Project Documentation

Prior to other Work, the CONSULTANT will review the project documentation prepared by the Design Team to become familiar with detailed requirements of construction. The CONSULTANT will provide comments and/or questions on items requiring clarification to the COUNTY and Design Team. The CONSULTANT will also review applicable grant documentation to become familiar with requirements that will affect the Project.

Task 3: Pre-Construction Conference

The CONSULTANT will conduct a Pre-Construction Conference before the Contractor is provided with a construction Notice to Proceed. The purpose of this meeting will be to review general administrative procedures of the contract, review technical requirements, begin the submittal process, and other items as defined in the Contract Documents. The CONSULTANT will notify the COUNTY, the FAA, FDOT, Design Team, and other interested parties of the pre-construction conference and will invite their representatives to attend. The CONSULTANT will explain the Project scope at the pre-construction conference in accordance with FAA AC 150/5300-9 *Predesign, Prebid, and Pre-construction Conferences for Airport Grant Projects* to ensure that the attendees are aware of the design, construction, grant requirements, and safety requirements of the project and are informed of their individual responsibilities.

Task 4: Resident Project Representative (RPR) Services

The CONSULTANT will provide one (1) full-time on-site Resident Project Representative (RPR) for the project. A second part-time RPR may be provided as needed, and as approved by the COUNTY, as a backup for long work periods, simultaneous work conducted in different areas, or for specific technical reasons.

The RPR shall serve as the liaison between the COUNTY, the CONTRACTOR, and the Design Team throughout the project. The foremost duty of the RPR is to observe construction for general conformance with the Contract Documents. The RPR will be responsible for reporting to the COUNTY and/or the Design Team when observing work that is unsatisfactory, faulty, defective, or does not conform to the Contract Documents.

The RPR will consult with, advise, and act as the COUNTY's representative during the Project. The RPR shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work. The RPR shall have the authority to make decisions related to the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The RPR will be responsible for rejecting work that is not in accordance with the contract documents as agreed upon with the COUNTY and the Design Team.

The duties of the RPR will include:

- coordination of the Contractor's mobilization to the site
- monitoring the Contractor's progress as it relates to the construction schedule and completion dates
- coordination of possible ways to improve project sequencing or phasing
- collection, review, logging, and distribution of Contractor's correspondence and submittals
- coordination, review, distribution, and logging of Contractor RFI's
- reviewing and approving Contractor submitted quantities and pay requests
- daily monitoring of Contractor field activities
- maintaining a daily construction log
- attending weekly or bi-weekly progress meetings
- taking project progress photographs
- coordinating, scheduling, and reviewing Quality Assurance testing
- monitoring and tracking the Contractor's adherence to their Quality Control Plan
- administering Change Orders as necessary
- organizing, preparing for, and leading the substantial completion and final inspections

- preparing and issuing certificates of substantial completion and final completion
- creating the Contractor's punch list of unfinished items
- verifying the Contractor's completion of the punch list
- collecting the Contractor's as-built information and verifying completeness
- preparing the final closeout documentation in accordance with FDOT and FAA requirements
- certifying the completion of the project to general conformance with the Contract Documents
- assisting with Davis Bacon wage rate interviews (if required)

The RPR shall have limited authority on site as follows. The RPR shall not:

- authorize any deviation from the construction Contract Documents or substitution of materials or equipment.
- exceed the limitations of Owner or design professional as set forth in the construction Contract Documents.
- undertake any of the responsibilities of the Contractors, subcontractors, or Contractor's superintendents.
- advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the construction Contract Documents.
- advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- accept shop drawings or sample submittals from anyone other than the prime Contractor.
- authorize the Owner to occupy the Project in whole or in part.
- participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized.

For purposes of fee derivation, it is assumed that the RPR will work an average of forty five (45) hours per work week for the duration of the project. An additional 10 percent of the RPR hours are included in the proposal for a back-up RPR to supplement the inspection time, if required. Based on information provided by the Design Team, the following durations have been used for CONSULTANT's fee derivation:

Work Item	Calendar Days	Weeks	@ 45 hrs per week	10% of hours for backup
Base Bid	255	36	1620	162

Task 5: Shop Drawing Review

The CONSULTANT will collect and log shop drawings and transmit them to the Design Team. The CONSULTANT will perform a cursory review of shop drawings for general compliance with the Contract Documents. The Design Team will be responsible for the detailed review the shop drawings. Once the Design Team comments are received, the CONSULTANT will log the responses and transmit them to the necessary recipients. The CONSULTANT will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. Reviews of shop drawings will not relieve the Contractor of the responsibility of compliance with the Contract Documents.

Task 6: Responses to Contractor Requests for Information (RFI's)

The CONSULTANT will collect and maintain a log of when RFI's were submitted, when they were returned, and the included response. For RFI's related to field activities and/or coordination with the COUNTY, the CONSULTANT will provide the necessary coordination and prepare the written response. For RFI's requiring design interpretation, the CONSULTANT will coordinate a response with the Design Team.

Task 7: Contractor Applications for Payment

Based on the CONSULTANT's on-site observations as an experienced and qualified design professional, on information provided by the RPR, and on review of applications for payment and

accompanying data and schedules, the CONSULTANT shall approve the amounts owed to the Contractor(s) based on the Contractor's monthly pay request.

Task 8: Site Visits and Meetings

The CONSULTANT's Project Manager and/or appropriate technical leads will make visits to the site during construction. Such visits are not intended to be exhaustive in examining the Contractor's work in progress, but rather to provide a general observation of the work based on professional judgment. The CONSULTANT will review the Contractor's work as observed for general conformance with the Contract Documents. The CONSULTANT will not visit the site to direct or supervise the Contractor's work. These site visits may be coordinated to happen concurrently with regular project meetings or they may be held at other times.

In addition, the CONSULTANT's Project Manager and/or appropriate technical leads will attend the Substantial Completion Inspection. While at this inspection, the CONSULTANT will review the work for general conformance with the Contract Documents and assist the RPR with determining a level of completeness. The CONSULTANT's attendee(s) will work with the RPR to develop a list of items for inclusion in the substantial completion punch list.

For the purpose of fee derivation, it is assumed that the CONSULTANT's Project Manager and/or appropriate technical leads will visit the site an average of one time per month during construction.

Task 9: Quality Assurance Testing

The CONSULTANT will subcontract with a qualified testing laboratory to perform Quality Assurance Testing as required by the project specifications for pavement, earthwork, etc. Tests will be performed as required in the project specifications. The COUNTY will be invoiced on a reimbursable basis per test or per man-hour as stipulated in the subconsultant's price proposal. The total aggregate charge to the COUNTY for QA testing shall not exceed the total amount stipulated in the subconsultant's price proposal unless authorized by the COUNTY.

3.4 BASIC ASSUMPTIONS

The following is a list of assumptions forming the basis of the CONSULTANT's cost for providing the Scope of Services for this project. Any modification and/or revision to these basic assumptions will constitute a change in the project scope and may result in a revision to the CONSULTANT's cost proposal.

1. The fees for the provision of construction management services are based on the construction duration for the project specified in the construction documents and an assumed level of staff effort as described herein. In the event the construction duration or level of effort required of the CONSULTANT is greater than estimated and specified herein, the CONSULTANT shall be entitled to additional compensation and the terms of this agreement shall be re-negotiated and amended as needed.
2. Man-hours included in this proposal consider award of the portion of work shown as Base Bid in the Bid Documents only. If the COUNTY elects to award any Additive Bids and/or Bid Alternates to the Contractor, Construction Management of those areas may constitute additional scope and fee to the CONSULTANT.
3. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier at the site or otherwise furnishing or performing any of the Contractor's work.
4. CONSULTANT shall have the authority to issue a stop work order to the Contractor when witnessing efforts that do not conform to the construction contract or that may in the judgment of the CONSULTANT jeopardize safety. This shall not relieve the Contractor of their responsibility to meeting their contractual obligations.

5. CONSULTANT's review of Contractor's work for the purposes of recommending payments shall be strictly based on the quality and level of completion of work and estimated completed construction quantities. CONSULTANT's review of Contractor's work shall not impose on CONSULTANT responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work.
6. CONSULTANT's review of Contractor's work for the purposes of recommending payments shall not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price; or to determine that title to any of the work, materials or equipment has passed to COUNTY free and clear of any lien, claims, security interests or encumbrances; or that there may not be other matters at issue between COUNTY and contractor that might affect the amount that should be paid.
7. The CONSULTANT shall have authority, as the COUNTY's representative, to require special inspection or testing of the work, and shall receive and review certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
8. Documents will be created in the CONSULTANT's standard format.
9. It will be the responsibility of the Contractor to obtain any permits necessary for construction. The CONSULTANT will not be applying for or obtaining any permits for this project.
10. The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.
11. This scope of services does not include preparation for or testimony during any mediation or litigation which might arise from disputes between the Owner and Contractor. Such preparation for or testimony during litigation or mediation, should it be necessary, shall be considered outside the scope of this contract.
12. Construction surveying and staking is not included in this scope of services.
13. An update to the Airport Layout Plan is not included in this scope of services.
14. Any required changes to the construction documents will be the responsibility of the Design Team and will not be prepared by the CONSULTANT.
15. Record Documents will be the responsibility of the Design Team and will not be prepared by the CONSULTANT.

SECTION 4 PERFORMANCE SCHEDULES

The CONSULTANT 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 Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of St. Petersburg-Clearwater International Airport or Designee who is a COUNTY employee.

- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

- 5.1 For purposes of scope derivation, it is assumed that the following items will be the responsibility of the COUNTY. Any modification and/or revision to these basic assumptions will constitute a change in the project scope and may result in a revision to the CONSULTANT's cost proposal.
- 5.1.1. The COUNTY will provide the CONSULTANT with copies of all design documentation related to the Project for review and familiarization prior to the pre-construction conference. This will include, but not be limited to, Construction Drawings, Construction Specifications, Bid Documents, Engineer's Report, permits, grants, etc.
- 5.1.2. The COUNTY, or their designee, will administer the bid process including advertisement of bid, hosting of the pre-bid meeting, collection and distribution of bidders' comments, collection and distribution of responses to bidders' questions, receipt of bids, and tabulation of bid price proposals.
- 5.1.3. The COUNTY will provide office space for full-time use by the RPR and intermittent use by one (1) other appointed assistant.

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT 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.

6.3 The CONSULTANT 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.

6.4 SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with

Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 The COUNTY shall compensate the CONSULTANT on an hourly rate basis. Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum two (2) year term of this Agreement is an amount not to exceed three hundred eight four thousand eighty five dollars (\$384,085). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be based on the percentage of work effort completed to date of termination.

SECTION 8 TASK ORDERS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual task orders as needed throughout the AGREEMENT term; thus Task Orders require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY, which shall not be unreasonably withheld. 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 CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT'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.

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

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

SECTION 11 RESOLUTION OF DISAGREEMENTS

11.1 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.

11.2 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 de novo judicial review.

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

12.2 The CONSULTANT'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 CONSULTANT 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, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, 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.

12.3 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.

12.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'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 CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement, upon payment due to the CONSULTANT, 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, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services. Provided, however, none of the documents or materials are intended or represented by CONSULTANT to be suitable for reuse by COUNTY, or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to CONSULTANT.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

SECTION 14 INSURANCE COVERAGE

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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.

SECTION 15 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

SECTION 16 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant 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 the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

SECTION 17 PROHIBITION AGAINST CONTINGENT FEE

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract 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 CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

SECTION 18 TRUTH IN NEGOTIATIONS

The CONSULTANT certifies to truth-in-negotiation 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 19 SUCCESSORS AND ASSIGNS

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

SECTION 20 INDEMNIFICATION

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations 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 22 TERMINATION OF AGREEMENT

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for two (2) years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. ~~The negotiated rates shall remain fixed~~

~~for the first two (2) year term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions.~~ The hourly rates provided 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 Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. *Reimbursable Costs Identified Run*

SECTION 24 CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, 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 CONSULTANT'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 CONSULTANTS who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 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 25 EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26 PUBLIC ENTITY CRIMES

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27 PUBLIC RECORDS

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

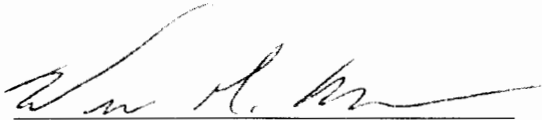
SECTION 28 GOVERNING LAW AND AGREEMENT EXECUTION

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.

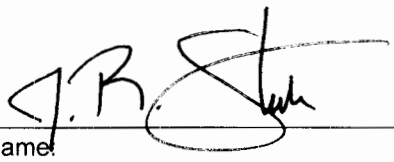
Atkins North America, Inc. 

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: William G. McGrew, P.E.
Title: VP, Aviation Services Date: 5/8/14

By: _____
Chairman Date: _____

ATTEST:

By: 
Print Name: _____
Title: James Robert Steele Date: 5/8/14
Assistant Secretary

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

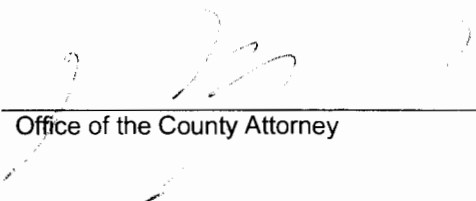
By: 
Office of the County Attorney

EXHIBIT A
MAN-HOUR FEE ESTIMATE
ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT
PROFESSIONAL CONSULTING SERVICES FOR THE
TAXIWAY REHABILITATION PHASE 1 CONSTRUCTION MANAGEMENT

BASE BID

Task	Task Description	Sr. Project Manager	Sr. Eng. II	Sr. Eng. I	Clerical	Total Man-Hours
Task 1	Project Administration and Coordination	108			72	180
Task 2	Review of Project Documentation	12	40			52
Task 3	Pre-Construction Conference	4	8			12
Task 4	RPR Services		1620	162		1,782
Task 5	Shop Drawing Review			60	40	100
Task 6	Responses to Contractor RFI's			60	40	100
Task 7	Contractor Applications for Payment		20		10	30
Task 8	Site Visits and Inspections	36				36
TOTAL MAN-HOURS		160	1,688	282	162	2,292
LABOR RATES - HOURLY		\$175	\$125	\$110	\$70	
SUB-TOTAL LABOR COSTS		\$28,000	\$211,000	\$31,020	\$11,340	\$281,360

REIMBURSABLE COSTS

Quality Assurance Testing Subconsultant (Tierra)	\$93,725
Printing, Reproduction, Binding, Postage, Etc. (\$250 per month)	\$2,250
Vehicle for RPR (\$750 per month)	\$6,750

BASE BID TOTAL FEES (NOT TO EXCEED)

\$384,085

Attachment 1
112-0413-CN –Consultant Services Airport Improvement Projects – St. Pete/Clearwater International
Airport
Construction Management agreement with Atkins for Taxiway Rehabilitation Phase 1

**FEDERAL AVIATION ADMINISTRATION AND
FLORIDA DEPARTMENT OF TRANSPORTATION APPROVAL**

This Agreement is subject to the approval of the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT).

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

FAA

- Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements - Title 49 CFR Part 21
- Airport and Airway Improvement Act of 1982, Section 520 - Title 49 U.S.C. 47123
- Disadvantaged Business Enterprise - Title 49 CFR Part 26
- Lobbying and Influencing Federal Employees - Title 49 CFR Part 20
- Access to Records and Reports - Title 49 CFR Part 18.36
- Breach of Contract Terms - Title 49 CFR Part 18.36
- Rights to Inventions - Title 49 CFR Part 18.36
- Trade Restriction Clause - Title 49 CFR Part 30
- Termination of Contract - Title 49 CFR Part 18.36
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Title 49 CFR Part 29

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.

**PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP)
PROJECT FINANCIAL OVERVIEW**

(Check one)

1. Design Phase:

☐

2. Board Date:

3. Construction Phase

☒

4. Title: Airfield Taxiway Rehabilitation - Phase 1 - Construction

5. Anticipated Scope and Description: Construction Administration services for the pavement and base rehabilitation of airfield taxiways at the St. Pete-Clearwater International Airport.

6. YEAR OF CONSTRUCTION START: FY 2014

Current Approved Budget for FY 14 \$

2,400,000

	1	2	3
	Authorization Amount Requested	Estimated Project Expenditures in FY 14	Total Estimated Project Expenditures
7. PROJECT BUDGET:			
Professional Services (Architectural/Engineering/Consulting)	\$ -	-	-
Construction: (1)	\$ -	724,400	14,488,030
Construction Administration	384,085	19,205	\$ 384,085
Other (Material Testing)			
Other:			
TOTALS	(1) \$ 384,085	(2) \$ 743,605	(3) \$ 14,872,115

8. FINANCIAL RESOURCES:

Federal Aviation Administration Grants:	13,384,900
State of Florida DOT Grants:	295,800
Passenger Facility Charges:	1,191,415
Airport Reserves:	0
Reimbursements:	0
Other Revenue Sources:	0
TOTAL FINANCIAL RESOURCES (numbers rounded)	(3) \$ 14,872,115

9. Project's First Full Year Estimated Operating Budget Fiscal Impact:

Fiscal Year:	FY 16
New Positions:	NONE
Number:	N.A.
Type:	N.A.
Total Est. Fiscal Impact (Personal Services, Operating Expenses)	\$ -

(1) Cost highlighted in column one (construction administration) is the only item being requested for approval at this time.

(2) Amount represents total estimated project expenditures in FY14 (construction and construction administration)

(3) Amount represents the current total multi - year project cost estimates and anticipated resources.

Prepared By Airport, May 2014

Revised Form 3/4/09