



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** August 18, 2015  
**AGENDA ITEM NO.** 22

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

 **County Administrator's Signature:**

**Subject:**

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

**Department:**

Airport / Purchasing

**Staff Member Responsible:**

Thomas Jewsbury, Director / Joseph Lauro, Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE NEGOTIATED AGREEMENT WITH AMERICAN INFRASTRUCTURE DEVELOPMENT, INC., (AID) TAMPA, FLORIDA, FOR THE TERMINAL APRON HARDSTAND EXPANSION PHASE 2 PROJECT.

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

**Summary Explanation/Background:**

This engagement pertains to Phase 2 of the Terminal Apron Hardstand Expansion. An agreement has been negotiated with AID to provide Construction Management (CM) services for quality assurance testing and on-site resident inspections. Services are expected to be completed within one (1) year from receipt of the notice to proceed commencement date.

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. 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 management services. The services shall be carried out in accordance with Federal Aviation Administration (FAA) regulations, ordinances and policies.

**Fiscal Impact/Cost/Revenue Summary:**

The negotiated lump sum for CM services is \$349,171.00 including allowable reimbursable costs for quality assurance testing and on-site resident project inspections.

Funding for this project is derived from an Airport Improvement Program Grant from FAA at ninety percent (90%) and ten percent (10%) from Airport Reserve.

**Exhibits/Attachments:**

Contract Review  
Agreement



**PURCHASING DEPARTMENT  
CONTRACT REVIEW TRANSMITTAL**

**CATS  
NO.: 47494**

**PROJECT: Consultant Services for St. Pete- Clearwater Airport Improvement Project – Apron Hardstand Phase 2 (American Infrastructure Development, Inc.)**

**CONTRACT NUMBER: 112-0413-CN**

**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:** Please enter required liability coverage  
Estimated 12-month expenditure not to exceed: \$249,171.00

**PRODUCT ONLY** ☐

	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (attach separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> J. Lauro, Director C. Mancuso, Assistant Director	6/17/15			
2.	<u>Requesting Dept.</u> Tom Jewsbury, Director Scott Yarley, Engineer	6/17/2015		See Bd Agenda memo changes	

**Using Dept please provide below information:**

- A. ☒ Yes, funding for this project is using grant funding. ☐ No, funding for this project 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.
- B. JAY Initial and Date Funding is available for this project. 8/1/2015  
Provide title of funding source FAA Grant / FDOT *Is grant language req'd in Agreement?*

3.	<u>BCC Finance</u> Attn: Cassandra Williams	6/22/15			
4.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	6/22/15		<i>See contract requirements</i>	HIGH RISK NOT HIGH RISK
5.	<u>Legal</u> Attn: Miles Belknap	6/30/15		See contract in Agreement	
6.	<u>Asst. County Administrator</u> Attn: Paul Sacco	7/13/15			

**RETURN ALL DOCUMENTS TO PURCHASING**

Make all inquiries to: **Rianner Woodard, Procurement Analyst** at Extension 4-3149  
In order to meet the following schedule, please return your requirements to Purchasing by: **June 24, 2015**

**TENTATIVE DATE: BCC Agenda Meeting of July 21, 2015**

# **PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT**

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**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR  
AIRPORT IMPROVEMENT PROJECTS – ST PETE-CLEARWATER INTERNATIONAL AIRPORT**

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 American Infrastructure Development, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT

WITNESSETH, That:

WHEREAS, the COUNTY requires **PROFESSIONAL CONSULTING SERVICES, specifically Construction Management**, associated with the TERMINAL APRON HARDSTAND EXPANSION PHASE 2 project , 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 AVCON, Inc., has completed design documents for Terminal Apron Hardstand Expansion Phase 2 (PROJECT) at the St. Pete-Clearwater International Airport. The Project includes rehabilitation of the terminal apron pavements at Gates 1, 1A, and 7 thru 11.

Under this Agreement, the CONSULTANT will provide Construction Management Services during the construction phase of the PROJECT in accordance with the terms of this Agreement and Exhibit A- Scope of Work attached hereto and incorporated herein by reference. 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 and the clarification of any ambiguities.
- 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 the CONSULTANT'S 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 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) for the CONSULTANT 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 *Pre-design, 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 and substantiate that the constructed work elements and features are in compliance with the Contract Documents. The RPR will be responsible for reporting to the COUNTY and/or the Design Team, immediately when observing work that is noncompliant, unsatisfactory, faulty, defective, or does not conform to the Contract Documents, so that appropriate actions can be taken by the COUNTY to avoid further installation of non-compliant work.

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's 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 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.

#### **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 the shop drawings for general compliance with the Contract Documents. The Design Team will be responsible for the detailed review of 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 log 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 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 construction management services are based on the construction duration for the project specified in the construction documents and as 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, Base Bid (Not AIP Eligible), Additive Alternates 1, 2, and 3 in the Construction Bid Documents only.
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 purpose 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 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. Pete-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 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, receipts of bids, and tabulation of bid price proposals.

#### **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 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 term of this Agreement is an amount not to exceed three hundred forty nine thousand, one hundred and seventy-one dollars (\$349,171). 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 as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

## **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments 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 work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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. 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 subconsulting, 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 designed.

## **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 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 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.

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 one (1) year, from the Notice to Proceed commencement date, 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 one 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.

## **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**

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws.



CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

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.

Firm Name

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By: *Sabina C. Mohammadi*  
Print Name: Sabina C. Mohammadi  
Title: President - CEO Date: 07/22/2015

By: \_\_\_\_\_  
Chairman Date: \_\_\_\_\_

ATTEST:

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: *Mandi Sue Rains*  
Print Name: Mandi Sue Rains  
Title: Exec. Asst Date: 7/22/15

By: \_\_\_\_\_  
Deputy Clerk Date: \_\_\_\_\_

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: *[Signature]*  
Office of the County Attorney

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**TERMINAL APRON HARDSTAND EXPANSION – PHASE 2  
CONSTRUCTION MANAGEMENT SERVICES  
ST. PETE-CLEARWATER INTERNATIONAL AIRPORT**

**Exhibit A - Scope of Work**

American Infrastructure Development, Inc. (AID) and its subconsultant Tierra, Inc. ("Construction Team") will provide Construction Management Services for the Terminal Apron Hardstand Expansion – Phase 2 at St. Pete-Clearwater International Airport (COUNTY). The scope generally includes providing Resident Project Representative (RPR) and Quality Assurance Testing services in addition to Document Management and Coordination on construction activities, as further described below.

**General Information**

The Design Team has completed the design and prepared the Bidding Documents for the referenced project. The construction work consists of demolition, concrete paving, fencing/gates, apron ambient lighting and associated work. The project is phased to minimize impacts to aircraft traffic.

This scope of work focuses on the tasks associated with Construction Management Services. Total construction duration is estimated at 255 calendar days (approximately 8.5 months).

To avoid misunderstandings or questions, the Construction Team understands and agrees that COUNTY shall have the responsibility for the general administration of the construction contract. Accordingly, the Construction Team shall not have the authority or responsibility to issue direct instructions to provide directions to the Contractor on work stoppage authorizations that are contractually obligated to COUNTY, or to require special inspections and/or tests. The Construction Team, however, shall provide continuing counsel to the COUNTY throughout the construction of the project.

**Specific Scope**

The Construction Team will perform the following specific tasks as described.

**Project Administration and Coordination**

The Construction Team will perform general coordination with the COUNTY on a weekly basis via teleconference calls to discuss the status of the project, schedule, budget, site conditions, and other issues that may arise during construction. Additionally, the Construction Team will coordinate with the Quality Assurance testing lab.

The Construction Team will prepare a Construction Management Plan as required by the FAA for City review and submittal to the FAA. The plan will include information on the quality assurance testing requirements, Contractor's quality control plan, submittals, testing lab certifications, contractor's personnel, consultant's personnel, and responsibilities of all organizations involved.

#### **Review of Project Documentation**

The Construction Team will familiarize itself with the requirements of the construction documents. It will work with the Design Team to review and comment on construction schedule, airport safety and traffic control plans, construction-sequencing plan, and contractor's quality control plan. Construction Team will also work to resolve any remaining design comments resulting from an independent quality review of the construction documents, as well as suggestions from the contractor.

#### **Pre-Construction Conference**

The Construction Team 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 Construction Team will notify the COUNTY, the FAA, FOOT, Design Team, and other interested parties of the Pre-Construction Conference and will invite their representatives to attend. The Construction Team 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. The Construction Team will prepare minutes for the meeting.

#### **Shop Drawing Review**

The Construction Team will collect and log shop drawings and transmit them to the Design Team. The Construction Team 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 of the shop drawings. Once the Design Team comments are received, the Construction Team will log the responses and transmit them to the necessary recipients. The Construction Team will prepare and maintain a shop drawing log identifying the submittal number, description, 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. Such action(s) shall be taken with reasonable promptness so that the progress of the construction of the project will not be delayed.

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### **Responses to Contractor RFI's**

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

### **Contractor Applications for Payment**

The Construction Team will Review the contractor's monthly partial payment requests, certified payrolls, schedule updates, and DBE Reports and recommend payment as appropriate. Based on the Construction Team's on-site observations as experienced and qualified design professionals, on information provided by the Resident Project Representatives, on review of applications for payment and the accompanying data and schedules, Construction Team shall determine the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. By recommending any payment, the Construction Team will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Construction Team to check the quality or quantity of Contractor's work as it is furnished and performed, beyond the responsibilities specifically assigned to Construction Team in this agreement and the Contract Documents.

As part of the contractor's pay applications. The Construction Team will coordinate revise drawings/exhibits as necessary with the Design Team and the COUNTY for the preparation of Change Orders, and review and advise the COUNTY on the execution of those change orders.

### **Site Visits and Inspections**

The Construction Team's Project Manager or other Team Members, as appropriate, will make periodic visits (up to two visits per month) to the construction site to observe and familiarize themselves generally with the progress and quality of the work. The Construction Team will make periodic written reports to the COUNTY and Design Manager to advise of any deviation from the contract documents observed by or brought to the attention of the Construction Team. However, the Construction Team shall not have control or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or the subcontractor's employees, or any other person performing any of the work, or for the failure of such persons to carry out the

work in accordance with the contract documents. However, the Construction Team will notify the COUNTY of any such act, omission or failure on the part of the construction contractor observed by the Construction Team during on-site visits

The Construction Team will review laboratory tests and shop drawings and report to the COUNTY, in writing, on such matters.

The team will perform one substantial completion inspection of the construction site to determine if the project is substantially complete, and perform a final inspection to determine if the punchlist items have been completed in accordance with the contract documents.

### **RPR**

The Construction Team will provide a full-time on-site RPR to perform inspections on this project. The RPR will provide daily inspection reports, oversee and coordinate quality assurance testing activities, review test results, attend daily and weekly coordination meetings, and coordinate with the Design Team on the interpretation of the design documents. Specific duties of the RPR shall include:

1. Coordination of the Contractor's mobilization to the site
2. Monitoring the Contractor's progress as it relates to the construction schedule and completion dates
3. Coordination of possible ways to improve project sequencing or phasing
4. Collection, review, logging, and distribution of Contractor's correspondence and submittals
5. Coordination, review, distribution, and logging of Contractor RFI's
6. Reviewing and approving Contractor submitted quantities and pay requests
7. Daily monitoring of Contractor field activities
8. Maintaining a daily construction log
9. Attending weekly or bi-weekly progress meetings
10. Taking project progress photographs
11. Coordinating, scheduling, and reviewing Quality Assurance testing
12. Monitoring and tracking the Contractor's adherence to their Quality Control Plan
13. Administering Change Orders as necessary
14. Organizing, preparing for, and leading the substantial completion and final inspections

15. Preparing and issuing certificates of substantial completion and final completion
16. Creating the Contractor's punch list of unfinished items
17. Verifying the Contractor's completion of the punch list
18. Collecting the Contractor's as-built information and verifying completeness
19. Preparing the final closeout documentation in accordance with FDOT and FAA requirements
20. Certifying the completion of the project to general conformance with the Contract Documents
21. Assisting with Davis Bacon wage rate interviews (if required)

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

1. Authorize any deviation from the construction Contract Documents or substitution of materials or equipment.
2. Exceed the limitations of the COUNTY or the Design Team as set forth in the construction Contract Documents.
3. Undertake any of the responsibilities of the Contractors, subcontractors, or Contractor's superintendents.
4. 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.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Accept shop drawings or sample submittals from anyone other than the prime Contractor.
7. Authorize the Owner to occupy the Project in whole or in part.
8. 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 (40) to fifty (50) 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.

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### **Quality Assurance Testing**

Tierra, Inc. will provide an on-site representative to perform laboratory and field quality assurance testing services during the earthwork, base work, and paving phases of this project.

The Construction Team shall have authority, as COUNTY's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by 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).

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.

### **Exclusions**

The Construction Team will not provide the following Special Services; it is assumed that the Design Team or Contractor will be providing the following.

1. Prepare conformed contract plans and documents for construction use by the successful bidder.
2. Construction staking
3. Grant services and FAA/FDOT coordination, or Grant Quarterly Reports
4. Record Drawings
5. ALP Update

### **Period of Services**

The Construction Team will provide its services in accordance with COUNTY and the Contractor's approved schedule. It is assumed that the construction duration will be 255 calendar days from the notice to proceed to the contractor.



EXHIBIT A  
FEE BREAKDOWN

TERMINAL APRON HARDSTAND EXPANSION – PHASE 2  
CONSTRUCTION MANGEMENT SERVICES  
ST. PETE-CLEARWATER INTERNATIONAL AIRPORT



TASK	Project Manager	Senior Engineer	Engineer (RPR)	Clerical	Totals
	\$174.00	\$154.00	\$116.00	\$56.00	

**BASIC SERVICES**

**Construction Management - 40 Weeks (Lump Sum)**

1 Project Administration and Coordination	80	40		40	160
2 Review of Project Documentation	4	9	40		53
3 Prepare Construction Management Plan	5	25	8	8	46
4 Pre-Construction Conference	2	2		5	9
5 Weekly Construction Meeting	40			20	60
6 Site Visits and Inspections (Two per Month)	16	16			32
7 Shop Drawing Review		40		20	60
8 Responses to Contractor RFI's		40		20	60
9 Contractor Applications for Payment	4	16		8	28
10 Review Record Drawings and Closeout Documents	2	8	4	8	22
<b>Total Labor Hours:</b>	<b>153</b>	<b>196</b>	<b>52</b>	<b>129</b>	<b>530</b>
<b>Total Labor Costs:</b>	<b>\$26,622.00</b>	<b>\$30,184.00</b>	<b>\$6,032.00</b>	<b>\$7,611.00</b>	<b>\$70,449.00</b>

**SPECIAL SERVICES**

**RPR Services (Not-To-Exceed)**

1 Primary RPR (50 hours per week)	40 Weeks		\$187,920.00
2 Secondary RPR (5 hours per week)	40 Weeks		\$8,357.00

**Subconsultant Services (Not-To-Exceed)**

1 QA Testing (Tierra)		\$82,445.00
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**Expenses (Not-To-Exceed)**

1 Reproduction	\$0.00
2 RPR Vehicle	\$0.00

<b>TOTAL FEES (NOT-TO-EXCEED)</b>	<b>\$349,171.00</b>
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# TIERRA

May 29, 2015

American Infrastructure Development, Inc.  
37 North Orange Avenue, Suite 500  
Orlando, Florida 32801

Attention: Mr. Mark Jansen, P.E.                      mjansen@aidinc.us  
                 Mr. Mohsen Mohammadi, P.E.              mohsen@aidinc.us

**RE:    Quality Assurance Testing Laboratory Services Fee Estimate  
         Terminal Apron Hardstand Expansion, Phase 2  
         St. Petersburg-Clearwater International Airport (PIE)  
         Tierra Proposal No: 61-15-064**

Mssr: Jansen and Mihammadi

Tierra, Inc. appreciates the opportunity to submit the attached proposal to provide construction inspection and materials testing services for the above-referenced project.

## **Project Information**

The project consists of the re-construction and modifications of existing hardstands. Based on our review of the information provided, the following Scope of Services is proposed.

## **Scope of Services**

- Perform QA soil density testing, Modified Proctors and soil classification testing during backfill over drainage and sanitary pipelines and structures, apron embankment and electrical duct bank (P-152).
- Perform QA soil density testing and laboratory testing of the proposed base material (P-219).
- Perform compression testing of concrete (P-610) placed in the concrete encased electrical duct bank and high mast lighting foundations.
- Perform flexural testing of concrete beams cast by QC (P-501).

## **Service Fee**

Please see the attached Schedule "A" for our estimate of the different services we anticipate will be required. This estimate is based on our experience with similar projects.

The total estimated fees to perform the proposed scope of services for the various construction phases as found in the Construction Safety and Phasing Plan (CSPP) is \$82,445.00. An itemized breakdown of the estimated fees is attached. The man hours and lab test quantities estimated are based on the 195 day construction schedule and our experience while providing similar services for the Phase 1 Hardstands project.

**Schedule "A"**  
**Quality Assurance (QA) Scope of Services and Estimated Fees**  
**St. Petersburg - Clearwater International Airport (PIE)**  
**Terminal Apron Hardstand Expansion Phase 2**  
**Tierra Proposal No. 61-15-064**

**Phase 2 West - 60 days**

**A. FIELD QA TESTING**

1. Engineering Technician for soil density testing (P-152), recycled concrete base (P-219), P-501 concrete pavement, backfill and concrete over electrical duct bank, storm and sanitary pipelines and high mast lighting. Estimate 1 technician for 6 weeks at 40 hours per week.

<u>Unit</u>	<u># of Units</u>	<u>Unit Price</u>	<u>Total</u>
per hr	240	\$ 48.00	\$ 11,520.00

**Phase 2 South - 60 days**

**A. FIELD QA TESTING**

1. Engineering Technician for soil density testing (P-152), recycled concrete base (P-219), P-501 concrete pavement, backfill and concrete over electrical duct bank, storm and sanitary pipelines and high mast lighting. Estimate 1 technician for 6 weeks at 40 hours per week.

per hr	240	\$ 48.00	\$ 11,520.00
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**Phase 2 West - Subphase A - 15 days**

**A. FIELD QA TESTING**

1. Engineering Technician for soil density testing (P-152), recycled concrete base (P-219), P-501 concrete pavement, backfill and concrete over electrical duct bank, storm and sanitary pipelines and high mast lighting. Estimate 1 technician for 1.5 weeks at 40 hours per week.

per hr	60	\$ 48.00	\$ 2,880.00
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**Phase 2 West - Subphase B - 60 days**

**A. FIELD QA TESTING**

1. Engineering Technician for soil density testing (P-152), recycled concrete base (P-219), P-501 concrete pavement, backfill and concrete over electrical duct bank, storm and sanitary pipelines and high mast lighting. Estimate 1 technician for 4.5 weeks at 40 hours per week.

per hr	180	\$ 48.00	\$ 8,640.00
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**SUBTOTAL 34,560.00**

**LABORATORY TESTING SERVICES TOTAL OF 4 PHASES NOTED ABOVE**

**A. LABORATORY TESTING SOILS**

1. Modified Proctor (ASTM D-1557)	ea	3	\$ 120.00	\$ 360.00
2. Grain Size Analysis (ASTM D-422)	ea	3	\$ 60.00	\$ 180.00
3. Liquid / Plastic Limits (ASTM D-4318)	ea	3	\$ 45.00	\$ 135.00
4. Organic Content (AASHTO T-267)	ea	3	\$ 40.00	\$ 120.00

**B. LABORATORY TESTING CONCRETE**

1. Compression Tests of Concrete Cylinders (ASTM C-39)	ea	150	\$ 11.00	\$ 1,650.00
2. Flexural Strength Beams	ea	1000	\$ 35.00	\$ 35,000.00

**C. LABORATORY TESTING CRUSHED CONCRETE (P-219)**

1. LBR	ea	1	\$ 275.00	\$ 275.00
2. Gradation (ASTM D-422)	ea	1	\$ 100.00	\$ 100.00
3. Flat & Elongated Particles (ASTM D4791)	ea	1	\$ 100.00	\$ 100.00
4. Percent of Wear (LA Abrasion ASTM C131)	ea	1	\$ 200.00	\$ 200.00
5. Liquid & Plastic Limit (ASTM D4318)	ea	1	\$ 65.00	\$ 65.00

**D. ENGINEERING SERVICES**

1. Project Manager, Coordinate services, PWL, Reports	per hr	70	\$ 85.00	\$ 5,950.00
2. Senior Engineer, P.E. Report sign / seal	per hr	25	\$ 150.00	\$ 3,750.00

**TOTAL BASE BID ESTIMATE: \$ 82,445.00**

The work progress is solely controlled by the contractor and we will provide field and laboratory services only as requested by your appointed representative. Therefore the attached should be considered an estimate only for budget purposes. We will invoice for actual services provided only.

We appreciate the opportunity to offer our services to your firm and we look forward to working with you on the project. Should you have any questions regarding this proposal, please do not hesitate to contact this office.

Respectfully submitted,

**TIERRA, INC.**

A handwritten signature in black ink, appearing to be 'M. Valdes', written in a cursive style.

Manuel J. Valdes  
Construction Services Manager

Attachments:    Schedule of Services and Fees

## **ATTACHMENT 1**

112-0413-CN Consultant Services for Airport Improvement Projects

St Pete-Clearwater International Airport

Construction Management Agreement with American Infrastructure Development, Inc.,

For

Terminal Apron Hardstand Expansion – Phase 2

### **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 Agreement:

#### **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.