



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** January 20, 2009

**AGENDA ITEM NO.** 5.

**Consent Agenda**

**Regular Agenda**

**Public Hearing**

**County Administrator's Signature:**

*PJA*

**Subject:**

Award of Bid: Airport Terminal Improvement Project - Phase 1, Passenger Boarding Bridges at Gates 4 and 5  
Bid No. 078-0623-C (DM)

**Department:**

St. Petersburg-Clearwater International Airport  
Purchasing Department

**Staff Member Responsible:**

Noah Lagos, A.A.E., Airport Director  
Joe Lauro, Director of Purchasing

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE PROJECT BID IN THE AMOUNT OF \$1,000,181 FOR AIRPORT TERMINAL IMPROVEMENTS - PHASE I, PASSENGER BOARDING BRIDGES AT GATES 4 AND 5, TO THYSSENKRUPP AIRPORT SYSTEMS, INC., ON THE BASIS OF SUBMITTING A RESPONSIVE, RESPONSIBLE BID THAT MEETS SPECIFICATIONS. BIDS ARE ON FILE IN THE PURCHASING DEPARTMENT.

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION OF THE AGREEMENT BY THE CONTRACTOR, THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK BE AUTHORIZED TO ATTEST TO THEIR SIGNATURE.

**Summary Explanation/Background:**

On December 18, 2007, the Board approved the award of contract to Ajax Building Corporation (Ajax), for the construction of Phase I of the Terminal Improvement Project. Ajax's contract did not include such items as passenger boarding bridges (PBB), seating, and interior finishes, including wall coverings, carpeting, and hard surface flooring. These items are most cost effective to be independently bid and brought to the Board for approval.

The Airport's architectural consultant responsible for developing construction plans and specifications for all noted improvements is The LPA Group. Their planned scope of work included efforts required to guide the bidding and construction of two (2) PBB. The PBB will be constructed and installed by ThyssenKrupp Airport Systems, Inc., and coordinated with the current renovation project being constructed by Ajax.

There are only two major PBB manufacturing companies in the United States. Bids were received from both companies. The engineer's estimate for two PBB was \$1,027,000. The low bid is \$26,819 below the engineer's estimate, or 2.6% lower. The second lowest bidder was \$120,997 more than the engineer's estimate, or 11.8% higher.

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

TOTAL ESTIMATED EXPENDITURE NOT TO EXCEED: \$1,000,181.

The funding to support this contract is budgeted from Airport Reserves and a grant from the Florida Department of Transportation (FDOT). The Airport will request additional grant funds from the Federal Aviation Administration (FAA) in FY 2009 and FY 2010 so that their share provides the authorized federal participation level of 95% of eligible project costs. When the FAA grant funds are received, the Airport share will be reduced accordingly.

Sources of Funds:

	Current (FY 09)	Future (FY 09/10)
FAA Grant	\$ 0	\$ 950,171 (95%)
FDOT Grant	\$ 25,005 (2.5%)	\$ 25,005 (2.5%)
Airport Reserves	\$ <u>975,176</u> (97.5%)	\$ <u>25,005</u> (2.5%)
Totals	\$1,000,181	\$1,000,181

The bid of ThyssenKrupp Airport Systems, Inc. has been approved by the FAA and FDOT.

**Exhibits/Attachments Attached:**

- Contract Review Transmittal Slip
- Division X Agreement
- Capital Improvement Project Financial Overview
- Project Financial Overview

CONTRACT REVIEW TRANSMITTAL SLIP  
CONSTRUCTION CONTRACTS

CATS # 26861

PROJECT NAME: TERMINAL IMPROVEMENT PROJECT - Passenger Loading Bridges at Gates 4 and 5

C.I.P. PROJECT NO.: AP - 64 BID NO.: \_\_\_\_\_

PURPOSE OF PROJECT: Improved service to Airport passengers

ESTIMATED CONSTRUCTION TIME: Delivery of Bridges by July 1, 2009. Installation of Bridge by August 15, 2009

ESTIMATED CONSTRUCTION COSTS: \$1,027,000.

SUGGESTED CONTRACTOR TYPE: Airport Passenger Loading Bridge

EXPOSURE RATING INDEX ATTACHED X

Please complete the Contract Review Transmittal Slip below and forward to the next Review Authority on the list. Please indicate suggested changes by revising, IN RED, the appropriate section of the contract documents to reflect the exact wording of the desired change. Please highlight (paper clips, flags, etc.) those pages requiring revision.

SPECIAL NOTE: All construction will occur within secure areas of the Airport with no access allowed to the public

RISK MANAGEMENT: \_\_\_\_\_

<u>Review Sequence</u>	<u>Review Authority</u>	<u>Review Date</u>	<u>Reviewer Initials</u>	<u>Comments</u>	<u>Comments Incorporated</u>
#1	Airport Engineering John Holt	7/25/08	JH	SEE ATTACHED	
#2	Airport Director Noah Lagos	7/25/08	NL		
#3	Purchasing	7/29/08	[Signature]	pg w-2	[Signature]
#4	Risk Management	7/30/08	[Signature]		
#5	Finance	8/1/08	CBW	See Div H Lead Page (spelling)	[Signature]
#6	Assistant County Administrator	8/5/08	PJM	Need to address any unspecified work payment.	[Signature] Palkov unit H/A
#7	Legal	8/9/08	MZS	See above	[Signature]

Reviewed and Approved Subject to Proper Execution PAGE 60 of 71

BOARD RECORDS: RETURN TO JOHN HOLT, St. Pete/Cltwr Airport

**DIVISION X**  
**AGREEMENT**

**DIVISION X AGREEMENT**

THIS AGREEMENT, made and entered into by and between of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and ThyssenKrupp Airport Services, Inc. a Corporation authorized to do business in the State of Florida, with principal place of business located at: 3201 North Sylvania Ave. – Suite 100E, Fort Worth, TX 76111 hereinafter designated the CONTRACTOR,

## WITNESSETH:

That for and in consideration of the sum of One Million, One Hundred Eighty One and 00/100 DOLLARS (\$1,000,181.00) to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

**THE CONTRACTOR AGREES:**

- A. To furnish all services, labor, materials, and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the work contemplated under **ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT TERMINAL IMPROVEMENT PROGRAM - PASSENGER BOARDING BRIDGES AT GATES 4 AND 5 Purchasing Department Bid No. 078-0623-C(DM), P.I.D. NO. 674** in Pinellas County, Florida, to comply with the applicable standards, and to perform all work in strict accordance with the terms of the Contract.
- B. To commence work under this contract with an adequate force and equipment within fifteen (--15--) consecutive calendar days after receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary work under the same within not more than the required consecutive calendar days to deliver the Passenger Boarding Bridges by July 1, 2009 and complete all installation by August 15, 2009, and in accordance with the phasing requirements shown in the project documents. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the work of this contract is of the.
- C. That upon failure to complete all work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this contract, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering work under this contract, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this contract.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the COUNTY, at all reasonable times, to inspect the work in progress or any of the materials used or to be used in connection therewith, whether such work is located on or off the project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Engineer, for the conducting of such inspections and tests as he may require.

DIV. X

- H. Unless otherwise provided in the special provisions, conditions and specifications, to assume liability for all damage to work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of contract shall in any case release either the Contractor or his surety of any liability under the contract and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or on account of any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order, or decree, whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or and indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against him or any subcontractor in connection with this Contract; and his bonds will not be released by final acceptance and payment by the county unless all such claims are paid or released.
- K. By signing this contract, the contractor certifies under penalty of law that he understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.

THE COUNTY AGREES:

- A. To pay to the Contractor the contract price herein above specified, as follows:
- B. If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this contract as the work progresses, based upon estimates of the amount of work done less payments previously made. In each case 10% of the contract amount earned shall be retained until 50% of the work is completed, and thereafter 5% of the contract amount earned shall be retained until satisfactory completion and final acceptance of the project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.
- C. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Contract, or amendments thereto, or any changes in the plans, drawings or specifications pertaining to this contract.

IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra work or agreement to pay for same, shall be binding upon the County until its Airport Director shall have approved the same, and until the same shall be properly approved by the Board of County Commissioners.
- B. That the Airport Director shall represent the County insofar as prosecution of the work, and interpretation of the plans and specifications are concerned, and that no payments shall be made by the County under this contract except upon the certificate of the Airport Director.
- C. This Contract shall be interpreted under and its performance governed by the laws of the State of Florida.
- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- E. Each of the parties hereto agrees and represents that this Contract comprises the full and entire agreement between the parties affecting the work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Contract.
- F. Should any provision of this Contract be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this contract:

DIVISION A INSTRUCTIONS TO BIDDERS

DIVISION B GENERAL CONDITIONS

DIVISION C SECURITY PROGRAM

DIVISION D FAA PROVISIONS

DIVISION H TECHNICAL SPECIFICATIONS

DIVISION W PROPOSAL AND BID SUBMITTAL SHEETS

DIVISION W FLORIDA TRENCH SAFETY ACT

DIVISION X AGREEMENT

DIVISION Y BONDS

DIVISION Z AFFIDAVIT OF RELEASE AND GUARANTEE

APPENDIX 1 PERMITS

APPENDIX 2 SAMPLE CHANGE ORDER

Construction Plans (prepared by the Engineer of Record for this project).

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

This contract shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

**Remainder of Page Blank**

PURCHASING DEPARTMENT BID NO. 078-0623-C (DM) - P.I.D. NO. 674

ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT

TERMINAL IMPROVEMENT PROGRAM - PASSENGER BOARDING BRIDGES

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and  
through the Board of County Commissioners

\_\_\_\_\_  
Name of Firm: ThyssenKrupp Airport Systems, Inc.

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST:

Title: \_\_\_\_\_

Ken Burke,  
Clerk of the Circuit Court

ATTEST: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Reviewed and Approved Subject  
To Proper Execution:

WITNESSES:  
\_\_\_\_\_

By: MZas  
Office of County Attorney

\_\_\_\_\_

Print Name: \_\_\_\_\_

Approved as to Form

Business Address: \_\_\_\_\_

By: \_\_\_\_\_

Office of County Attorney

Print Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Contractor's Registration or Certification No.

\*\*\*CORPORATE SEAL\*\*\*

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

(Check one)

1. Design Phase:       2. Date: *January 20, 2009*  
 3. Construction Phase

<b>4. Title: Terminal Improvement Program - Award of Bid for Passenger Boarding Bridges</b>			
<b>5. Anticipated Scope and Description: Award of Bid to Thyssenkrupp Airport Services for Passenger Boarding Bridges at the St. Petersburg-Clearwater International Airport.</b>			
<b>6. YEAR OF CONSTRUCTION START: FY 2008</b>			
		<b>FY09</b>	
		<b>Requested</b>	
		<b>Appropriation</b>	<b>Multi-Year Plan</b>
<b>7. PROJECT BUDGET:</b>			
Professional Services (Architectural/Engineering/Consulting)	\$	0	2,740,000
Land/Right of Way/Building Acquisitions			0
Construction: Ajax		1,000,181	8,282,621
Carpet			387,037
Other: Loading Bridges & Balance of Construction Items			2,401,342
<b>TOTAL</b>	\$ (1)	1,000,181	\$ (2) align="right">13,811,000
<b>8. FINANCIAL RESOURCES:</b>			
Penny for Pinellas Sales Tax:	\$		0
Local Option Gas Tax:			0
Transportation Impact Fees:			0
Grant(s): Federal (\$11,914,481) State (\$313,279)			12,227,760
Reimbursements:			
Enterprise Revenue (Airport Reserves/Passenger Facility Charges):			1,583,240
Other Revenue (Airport Passenger Facility Charge):			0
<b>TOTAL FINANCIAL RESOURCES (numbers rounded)</b>	\$ (2)		13,811,000
<b>9. Project's First Full Year Estimated Operating Budget Fiscal Impact:</b>			
Fiscal Year:		FY 10	
New Positions:		NONE	
Number:		N.A.	
Type:		N.A.	
<b>Total Est. Fiscal Impact (Personal Services, Operating Expenses)</b>	\$		100,000

(1) Amount represents proposed FY09 appropriation for this project (construction & inspection)  
 (2) Amount represents the current multi - year project cost estimate and anticipated resources.

