



BOARD OF COUNTY COMMISSIONERS

DATE: August 24, 2010
AGENDA ITEM NO.

13.

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature:

Subject:

Approval of Final Agreement- Master Surface Water Management Plan for the St. Petersburg-Clearwater International Airport
Contract No. 090-0239-NC (AM)

Department:

Airport /Purchasing

Staff Member Responsible:

Noah Lagos / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED AGREEMENT WITH URS CORPORATION SOUTHERN D/B/A URS, TAMPA, FLORIDA (URS), FOR A MASTER SURFACE WATER MANAGEMENT PLAN FOR THE ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT (AIRPORT).

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION OF THE AGREEMENT BY THE CONTRACTOR, AND AFTER WRITTEN APPROVAL AS TO FORM BY THE OFFICE OF THE COUNTY ATTORNEY, THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK BE AUTHORIZED TO ATTEST.

Summary Explanation/Background:

On July 13, 2010, the Board approved the ranking of firms to provide a master surface water management plan for the Airport and authorized staff to negotiate a final contract with the highest ranked firm, URS. The contractor will further detail and provide partial implementation of an existing Master Surface Water Management Plan (MSWMP) that could include design and construction administration for the Airport. The services to be provided by URS and fees to be paid by the County for the project's design phases and the construction phase could be determined at a later date and added to the contract at the County's option.

The final negotiated contract has been negotiated by Airport staff and is being presented to the Board for consideration. The terms and conditions of the negotiated contract are detailed in the attached agreement. The project is to be funded with assistance from the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT).

The contract will be for a period of forty-eight (48) months from the date of execution of the agreement. The sum of the negotiated services for FY11 is \$368,025.00 including contingency of \$60,000.00. There is a possibility that additional services will be required during FY11 pertaining to this contract. As an example, the drainage pipes under the Airport are almost seventy (70) years old and are probably in need of repair and/or replacement. If it is determined that the drainage pipes do in fact need to be repaired or replaced, URS would be retained to provide design services pertaining to the bid process. Such additional services, pending expenditure, will be presented as an amendment to this agreement. There should be adequate funding available to cover additional expenditures as the FY11 budget for these services is \$690,000.00.

The agreement is subject to approval by the FAA and FDOT.

Fiscal Impact/Cost/Revenue Summary:

Estimated negotiated expenditure: \$368,025.00
Estimated FY 2011 budget amount: \$690,000.00

The FAA share of the MSWMP is \$230,000 or 33.33%
The State share is \$230,000 or 33.33%
The Airport share (available from Airport Reserves) is \$230,000 or 33.34%

Funding Summary of Negotiated Expenditure & Overall Budget

FAA	\$102,675.00	\$230,000.00
FDOT	\$102,675.00	\$230,000.00
Airport	<u>\$102,675.00</u>	<u>\$230,000.00</u>
Totals	\$308,025.00	\$690,000.00

Exhibits/Attachments Attached:

1. Finalized Agreement
2. Project Financial Overview Form

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

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
MASTER SURFACE WATER PLAN UPDATE & IMPLEMENTATION PLAN**

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 URS Corporation Southern, with offices in Tampa, Fl., hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY intends to provide a Master Surface Water Plan Update & Implementation Plan at St. Petersburg-Clearwater International Airport the aforementioned improvements being hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES requisite to the development of the PROJECT; and

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

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

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

For the purposes of this Agreement the term PROJECT shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the PROJECT, and all PROJECT development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed PROJECT construction documents. The CONSULTANT shall provide the following professional services to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the PROJECT. The PROJECT design shall be based on the following data:

PROJECT DATA

- A. PROJECT NAME: Master Surface Water Management Plan Update & Implementation Plan.
- B. PROJECT LIMITS:
 - 1. The limits of the project shall be as outlined in Exhibit A
- C. PROPOSED IMPROVEMENTS: This project will be broken into two phases: (1) Master Surface Water Plan Update and Comprehensive Prioritization of all Airport Drainage Projects with Preliminary Engineering Reports, and (2) Design, Permitting, and Construction Phase Services for the Identified Drainage Needs. This phase addresses the Master Surface Water Plan Update and Comprehensive Prioritization of all Airport Drainage Projects with Preliminary Engineering Reports as outlined in Exhibit A. It is anticipated that the subsequent Phase 2 Design Services scope and fees will be determined at a later date as a continuance to this agreement. The County reserves the right to modify this agreement to add additional improvements as it feels appropriate, however said modifications would be considered additional services.

2.2 PROJECT PHASES

The following engineering services and/or professional disciplines shall be performed as required:

- Master Surface Water Planning
- Contract Documents Preparation (Construction Plans and Specifications) (negotiated at a future date)
- Cost Estimating Services
- Land Survey Services
- Environmental Permitting
- Soils/Geotechnical Services
- Professional Services During Construction (negotiated at a future date)
- Civil Engineering

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, 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 and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder 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. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS

2.4.1 The CONSULTANT shall coordinate and solicit appropriate input, with the knowledge of the COUNTY.

2.4.2 All design data, plans, and drawings shall be delivered on 3.5" diskette or CD ROM formatted to .DXF or .DWG utilizing AutoCAD Release 14.0 or later; as well as providing reproducible hard copies of plans and drawings. Final plans shall be prepared in ink on double mat Mylar sheets of 4 mil thickness. All specifications and other documents shall be delivered on 3.5" high-density floppy diskettes or a CD ROM, Windows 95 format, as well as the reproducible hard copies.

2.4.3 One (1) original and nine (9) copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.

2.4.4 The CONSULTANT shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. 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.

SECTION 3
SERVICES TO BE FURNISHED BY THE CONSULTANT

The services shall be performed as detailed in Attachment "A" and as generally described below. In the case of conflicts, Attachment A shall govern.

3.1 ENGINEERING SERVICES

3.1.1 The CONSULTANT shall furnish engineering services for the PROJECT in accordance with the intent of this Agreement. Such engineering services shall include, but not be limited to, the following categories:

- A. Engineering investigations necessary to evaluate the existing conditions and facilities including surface water management systems and their potential impact on the PROJECT.
- B. Engineering investigations and analysis necessary to prepare a master surface water management plan which shall adequately meet the requirements and intent of federal, state, and local environmental regulatory agencies.
- C. Preliminary design activities required to accomplish any necessary corrections for the proper engineering of the PROJECT that may be discovered at any time during the life of this Agreement.
- D. The preparation of "working drawings" required in support of the "Engineering Services".

3.1.2 Preliminary design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Design calculations shall be bound in suitable booklet form, and the booklet shall be properly indexed as to content.

3.1.3 The omission herein by name of such other related engineering tasks as may become necessary for the successful development of the PROJECT shall not relieve the CONSULTANT of the responsibility to provide such tasks in compliance with the intent of the Agreement.

3.1.4 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 initialed or sealed by the CONSULTANT.

3.2 DESIGN SERVICES

The services to be provided by the CONSULTANT and fees to be paid by the COUNTY, for the PROJECT'S design phases shall be determined at a later date. These services may be authorized as an amendment to this agreement at the COUNTY'S option.

3.3 CONSTRUCTION PHASE SERVICES

As an amendment to this contract, it is anticipated that services to be performed by the CONSULTANT will be identified and negotiated at a later time.

3.4 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S Airport Director, the CONSULTANT shall provide services such as revisions to the master surface water plan or a critical culvert replacement plan from unforeseen conditions resulting in minor changes in the PROJECT scope.

3.5 ADDITIONAL SERVICES

3.5.1 When approved by the Board of County Commissioners as an amendment to this Agreement, the CONSULTANT shall provide such additional services as may become necessary because of changes in the Scope of PROJECT.

3.5.2 Additional Services may also include but are not limited to the following as may be authorized in this Section:

A. Design Phase services in an amount to be determined at a later date.

B. Construction phase services in an amount to be determined at a later time.

3.6 PERMIT APPLICATIONS AND APPROVALS

3.6.1 The CONSULTANT shall prepare all permit applications, data and drawings required for submittal BY THE COUNTY for approval of local, state and federal agencies.

3.6.2 The CONSULTANT shall, at no additional cost to the COUNTY, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the PROJECT.

3.6.3 For the purpose of ensuring the timely approval of all permits necessary for the construction of the PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.

3.7 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

3.7.1 The requirements of the various utility services shall be recognized and properly coordinated with the PROJECT design.

3.7.2 Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the PROJECT.

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the PROJECT design, which the COUNTY may have in its possession.
- B. Reproducibles of the COUNTY Engineering Department Standard Drawings applicable to the PROJECT.
- C. Sample copies of the COUNTY standard contract documents and specifications.

D. Preparation of legal (front-end) section of the specifications.

**SECTION 5
PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON**

The following services shall be provided at no additional cost to the COUNTY:

5.1 Prior to the commencement of design activities, the COUNTY will conduct with the CONSULTANT a pre-design conference for the purpose of discussing issues relative to the PROJECT, plans preparation and submittal procedures and to convey to the CONSULTANT such items provided for under Section 4 as may be required and available at that time.

5.2 The CONSULTANT shall make presentations to the COUNTY'S Airport Director as often as reasonably requested and at any point in the PROJECT development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the COUNTY'S best interest.

5.3 The CONSULTANT shall participate in Monthly PROJECT Conferences with COUNTY staff personnel. The meetings will be scheduled by the COUNTY at a location provided by the COUNTY.

5.4 The CONSULTANT shall attend, as technical advisor to the COUNTY all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the PROJECT, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the COUNTY, shall either plead the COUNTY'S case or provide engineering and technical assistance to the COUNTY in its pleading of the case.

5.5 The CONSULTANT shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the COUNTY and appropriate COUNTY staff shall attend.

**SECTION 6
PAYMENT GUIDELINES AND CATEGORY OF SERVICES**

6.1 BASIC SERVICES

The services described and provided for under Sections 2, 3 and 4 shall constitute the Basic Services to be performed by the CONSULTANT under this Agreement.

6.2 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S Airport Director, the CONSULTANT shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the PROJECT scope.

Compensation for any Contingency Services assignments shall be negotiated between the COUNTY and the CONSULTANT at the time the need for services becomes known.

6.3 ADDITIONAL SERVICES

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

6.4 INVOICING

The CONSULTANT may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase. The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

The following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. The CONSULTANT shall provide copies of supporting receipts/invoices/billing documentation. Self-performed reimbursable work shall be reimbursed at the firm's standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit A).

- A. Soil Analysis/Geotechnical Investigations.
- B. Contamination Assessments/Hazardous Material Analysis (if required).
- C. Aerial Photography (if required).
- D. Payment of Permit Fees (if required).
- E. Payment of the Public Information Meeting Advertisements, if required.
- F. Payment of the Court Reporter for public meetings, if required.
- G. Printing and Binding Services.

Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice.

All progress reports and invoices shall be mailed to the attention of Noah Lagos, Director of Airports.

Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, any signature, etc.) shall be returned to the CONSULTANT for correction.

Fees for contingent or additional services authorized shall be invoiced separately, and shall be due and payable in full upon the presentation of satisfactory evidence that the corresponding services have been performed.

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3.1, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: Two Hundred Thirty-Two Thousand Twenty Five dollars (\$232,025) for the Phase 1, Master Surface Water Management Plan Update and Implementation Plan Element of the Project.

7.2 For Basic reimbursable services as listed in Section 6, the COUNTY agrees to reimburse the CONSULTANT for actual costs up to an amount not to exceed Seventy-Six Thousand dollars (\$76,000).

7.3 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed Sixty Thousand dollars (\$60,000) for all assignments performed.

7.4 Total agreement amount: Three Hundred Sixty-Eight Thousand Twenty Five dollars (\$368,025).

7.5 The compensation rate in Exhibit B shall be adjusted annually on the anniversary date of the AGREEMENT each year, by the percentage increase in the Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, from the previous year, over the life of this AGREEMENT. The first CPI escalation increase shall take effect on the first anniversary date of AGREEMENT.

7.6 For any ADDITIONAL SERVICES, the COUNTY agrees to pay the CONSULTANT a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.

7.7 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 PERFORMANCE SCHEDULE

Time is of the essence in this Agreement. The CONSULTANT shall plan and execute the performance of all services provided for in this Agreement in such manner as to ensure their proper and timely completion in accordance with the following schedule:

8.1 The services to be rendered by the CONSULTANT shall be commenced upon receipt from the COUNTY of written "NOTICE TO PROCEED."

8.2 The Phase 1, Master Surface Water Management Plan Update and Implementation Plan shall be submitted to the COUNTY within Five Hundred and Forty Five (545) calendar days of the "NOTICE TO PROCEED."

8.3 The CONSULTANT shall not be held responsible for delays in the completion of the PROJECT design when the COUNTY causes such delays. The COUNTY reviews related to the above submittals shall not exceed twenty-one (21) calendar days.

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Airport Director.

9.2 The ADDITIONAL services provided for under this Agreement shall be performed only upon approval of the Board of County Commissioners.

9.3 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

**SECTION 10
FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES**

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 11
SATISFACTORY PERFORMANCE**

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subcontractors, shall be performed to the reasonable satisfaction of the COUNTY'S Airport Director.

**SECTION 12
RESOLUTION OF DISAGREEMENTS**

12.1 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.

12.2 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 13
CONSULTANT'S ACCOUNTING RECORDS**

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

13.2 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, subcontractor 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.

13.3 For the purpose of such audits, inspections, examinations and evaluations, the COUNTY'S agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until three (3) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

13.4 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 14
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the CONSULTANT under this Agreement shall be delivered to and become the property of the COUNTY. The CONSULTANT, at its own expense, may retain copies for its files and internal use. The COUNTY shall not reuse any design plans or specifications to construct another project at the same or a different location without the CONSULTANT'S specific written verification, adaptation or approval.

**SECTION 15
INSURANCE COVERAGE AND INDEMNIFICATION**

15.1 The CONSULTANT shall procure, pay for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the COUNTY of one (1) certificate of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the COUNTY, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy including all endorsements. The insurance requirements shall remain in effect throughout the term of the Agreement.

15.1.1 Workers' compensation in at least the Limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.

15.1.2 Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises-Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

15.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

15.1.4 Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

15.2 Each insurance policy shall include the following conditions by endorsement to the policy:

15.2.1 Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to COUNTY by certified mail to: Airport Director, St. Petersburg-Clearwater International Airport, 14700 Terminal Boulevard, Suite 221, Clearwater, FL 33762 and the Director of Risk Management at 400 South Ft. Harrison Avenue, Clearwater, FL, 33756. CONSULTANT shall also notify COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said CONSULTANT from its insurer; and nothing contained herein shall absolve CONSULTANT of this requirement to provide notice.

15.2.2 Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONSULTANT.

15.2.3 The term COUNTY in this Section 15 shall include the Board of County Commissioners, all its members, its officers, and employees while acting on behalf of Pinellas County.

15.2.4 Pinellas County shall be endorsed to the required policy or policies as an additional insured, exclusive of Professional Liability Insurance and Workers' Compensation Insurance.

15.2.5 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature.

The CONSULTANT hereby waives subrogation rights for loss or damage against the COUNTY.

15.3 To the maximum extent permitted by Florida law, the CONSULTANT shall defend, indemnify and hold harmless the COUNTY, 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 by, 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, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY, whether resulting from any claimed breach of this Agreement by the CONSULTANT 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 CONSULTANT or anyone employed or utilized by the CONSULTANT 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 CONSULTANT, 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 CONSULTANT. The CONSULTANT'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 an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

SECTION 16
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

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

Title VI - Civil Rights Act of 1964: The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation issued there under, and the assurance by the Contractor pursuant thereto.

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

Americans with Disabilities Act of 1990 (ADA): The Contractor will comply with all the requirements imposed by the ADA, the regulations of the federal government issued there under, and the assurance by the Contractor pursuant thereto.

Disadvantaged Business Enterprise (DBE) Policy and Obligation:

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

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

**SECTION 17
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 Agreement, and it is not acting as an employee of COUNTY. 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 this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 18
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 Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**SECTION 19
TRUTH IN NEGOTIATIONS**

By execution of this Agreement, the CONSULTANT certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the

time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

SECTION 20 SUCCESSORS AND ASSIGNS

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

This Agreement will become effective on the date of execution first written above and shall remain in effect for four years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

**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 contractors 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 all 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 Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the COUNTY'S requirement that the CONSULTANT comply with it in all respects prior to and during the term of the Contract.

**SECTION 27
FEDERAL AVIATION ADMINISTRATION CLAUSES**

The CONSULTANT will abide by the following Federal provisions as part of this contract:

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES: (49 CFR Part 20)

- (1) No Federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

TRADE RESTRICTION CLAUSE: (49 CFR Part 30)

The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- (a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

- (b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

ACCESS TO RECORDS AND REPORTS: (49 CFR Part 18.36(i))

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS: (49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

TERMINATION OF CONTRACT: (49 CFR Part 18.36(i)(2))

(a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

(b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

(c) If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

(d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

(e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

RIGHTS TO INVENTIONS: (49 CFR Part 18.36(i)(8))

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS:
(49 CFR Part 21)**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1.1 Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982: (Section 520 - General Civil Rights Provisions)

The Contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. In the case of Contractors, this provision binds the Contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

VETERAN'S PREFERENCE: (Title 49 U.S.C. 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

DISADVANTAGED BUSINESS ENTERPRISES: (49 CFR Part 26)

Contract Assurance (§26.13) - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **[30]** days from the receipt of each payment the prime Contractor receives from **[Pinellas County]**. The prime Contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **[Pinellas County]**. This clause applies to both DBE and non-DBE subcontractors.

CLEAN AIR AND WATER POLLUTION CONTROL: (49 CFR Part 18.36(i)(12))

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the Contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

ENERGY CONSERVATION REQUIREMENTS: (49 CFR Part 18.36)

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: (49 CFR Part 29)

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**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
URS Corporation Southern

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: _____
Print Name: _____
Title: _____ Date: _____

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Print Name: _____
Title: _____ Date: _____

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: Michelle Walker
Office of the County Attorney

EXHIBIT A
St. Petersburg-Clearwater International Airport (PIE)
Master Surface Water Management Plan

Scope of Services

7/28/10

The St. Petersburg-Clearwater International Airport (PIE) is owned and operated by the Pinellas County Board of County Commissioners (BOCC) and is a public use commercial airport with four paved runways that collectively serve air carrier, general aviation, and military operations.

The airport was constructed in 1941 and used as a military flight-training base called the Pinellas Army Airfield. Following World War II, the airport reverted to county ownership and operation. PIE currently serves as one of Florida's 21 Primary Commercial Service Airports. The Airport provides direct service to destinations throughout the United States and Canada.

In April 2004, a Master Surface Water Management Plan (SWMP) was completed for the St. Petersburg-Clearwater International Airport (PBSJ, 2004). The objectives of the SWMP was to identify drainage problems, inventory existing facilities, identify pollutant sources and quantify loads, analyze existing and future drainage conditions, and develop engineering recommendations to accommodate future growth. The report includes existing and proposed condition hydrologic/ hydraulic ICPR models, pollutant loading analysis, stormwater management improvement plan, implementation plan and NPDES analysis. The Airport was divided into four major areas: Airport Airfield/Terminal, Coast Guard/DoD Property, Golf Course, and Non-Aviation Industrial area. The total airport area is 1,390 acres.

This project will be broken into two phases: (1) Master Surface Water Plan Update and Comprehensive Prioritization of all Airport Drainage Projects with Preliminary Engineering Reports, and (2) Design, Permitting, and Construction Phase Services for the Identified Drainage Needs. This scope addresses the Master Surface Water Plan Update and Comprehensive Prioritization of all Airport Drainage Projects with Preliminary Engineering Reports. It is anticipated that the subsequent Phase 2 Design Services scope and fees will be determined at a later date as a continuance to this agreement.

Phase 1: Master Surface Water Management Plan Update and Comprehensive Prioritization

Data Collection - Existing data related to drainage at the Airport will be collected and reviewed. This data may include existing drainage studies and plans including the April 2004 Master Surface Water Management Plan, soils information, land use maps, floodplain maps, aerial photographs, topographic maps, and existing permits. URS will also obtain information on the existing drainage system locations and easements.

Field Review- Field reviews will be conducted to determine existing drainage conditions and contributing offsite drainage areas to the Airport and to determine outfall/ discharge locations and downstream characteristics.

Topographic Data & Survey - URS will utilize the recent LiDAR topographic data from Pinellas County and/or other available topographic sources. Additional field survey may be required to

identify existing drainage structure topographic information and potential outfall alignment locations and details.

Existing Drainage Structure Conditions Analysis – Since the majority of the existing drainage system was installed in the 1940's, there is concern about the conditions and function of the existing drainage structures. URS and a subcontractor will inspect and video selected critical inlet and pipe drainage structures. It is anticipated that these will be drainage structures located under critical runway and taxiway areas. A table identifying the drainage structure and condition rating will be developed for the selected structures. Existing drainage structures identified in poor condition (collapsed, damaged, deteriorated, etc.) will be identified and included in future recommended drainage improvement projects.

Existing Conditions Drainage Modeling - URS will review and verify the results of the April 2004 Master Surface Water Management Plan ICPR model and calculations for the Airport area including drainage basin delineation, rainfall volumes, design storm events (5,10, 25, 100-year), offsite flows, tailwater elevation and peak stages and flows. Modifications to the hydrologic/hydraulic model will be made and the hydrologic and hydraulic analysis for the Airport revised to include Airport improvements conducted since the completion of the 2004 Master Surface Water Management Plan. Using the previous information; existing drainage basins, runoff rates and peak stages will be updated for the Airport area for the selected design storm events.

East Airport Area Future Conditions Drainage Modeling- Using the Airport Master Plan, provided by the Airport, URS will develop future condition drainage basins and future condition impervious areas for the eastern portion of the airport. Using the update existing conditions ICPR model, URS will revise the model to include the east airport area future development conditions to determine peak runoff rates and peak stages for the selected design storm events.

Drainage Map Development- URS will prepare an overall drainage map for the Airport in GIS. This map will include an aerial base map with the Airport drainage system shown. The map will include existing drainage basins, inlets, manholes, pipes/pipe sizes, headwalls, ponds, swales, wetland locations, flow directions and outfall locations.

Updated Existing Condition Pollutant Loading Analysis- URS will update the existing condition pollutant loading analysis previously conducted to include new development that has occurred since 2004. Pollutant loads generated from the various drainage basins within the Airport will be identified.

Stormwater BMPs - To meet regulatory agencies requirements, stormwater Best Management Practices (BMPs) will be identified to provide drainage structure improvements, meet County level of service requirements and to provide stormwater treatment volume for future east airport area improvements. Alternative BMPs will be identified including pipe replacements/upgrades, swales, dry ponds, wet ponds, etc. Both individual development and regional stormwater facilities will be evaluated. The previously developed 2004 SWMP identified potential short-term and long-term drainage related projects will also be evaluated. Preliminary layout and costs for the proposed BMPs will be developed. An environmental scientist will perform an assessment of the proposed drainage improvement areas to determine potential wetland jurisdictional areas. Wetland limits will be approximated on an aerial photograph based on field reconnaissance, previous wetland surveys, and site knowledge of staff. URS will also investigate the potential presence of any threatened or endangered species on or adjacent to the project areas. The

proposed stormwater BMP's will meet the Southwest Florida Water Management District (SWFWMD), Pinellas County, and FAA level of service requirements.

Drainage Improvement Project Prioritization - The previously developed 2004 SWMP identified potential short-term and long-term drainage related projects. However, the projects were not prioritized to determine the most effective projects to be implemented with limited funding. The County wishes to prioritize the projects to provide a roadmap for drainage improvements at the Airport over the next 5-10 years, depending on available funding.

Following a review and update of the current SWMP, URS will develop a prioritization matrix along with the Airport staff to identify and prioritize short-term and long-term drainage projects at PIE. Potential ranking factors in the matrix may include: degree of drainage improvement, engineering economy (benefit/cost relationship), operation and maintenance costs, environmental impacts, utility impacts, time to implement or construct, permitting difficulty, etc. Each proposed project would be ranked based on the ranking factors. Based on the project rankings, each individual project would be identified in the order of construction to address the stormwater needs at PIE.

Preliminary Engineering Report and Conceptual Plans - URS will develop a preliminary engineering report and prepare conceptual drainage plans for up to 10 of the highest prioritized drainage improvements in AutoCAD. The preliminary engineering report and conceptual drainage plans will identify the proposed drainage outfall system, inlet structures, pipes, ditches, potential outfall locations and sizes, and drainage details. In addition, potential utility conflicts (water, sewer, FAA cables, NAVAIDS, etc.) will be identified on the conceptual plans. Preliminary layout, costs and permit requirements for the proposed projects will be included in the report.

Meetings and Coordination- URS will attend up to ten (10) meetings during the project to discuss and review information developed for this project. It is assumed that the meetings will be at the Airport.

Report /Documents - A report will be prepared discussing the existing and proposed drainage conditions, prioritization matrix and rankings, and summarize the results of the above tasks. Three (3) copies of the draft report will be submitted to the County for review and comment. Three (3) copies of the final report will be submitted to the City. Complete electronic copies of the report text, tables, figures, and model-input files will also be delivered.

Future Pond Siting Investigation- URS will assist the County in the review of potential Stormwater Ponds to be located within the Airport. URS will prepare a brief report and map of the alternate pond locations. URS will attend up to two meetings with the County to discuss the alternative pond sites.

St. Petersburg Clearwater Airport Master Surface Water Plan Update URS Corporation 7/28/10	Principal Engineer		Sr. Professional		Professional		Designer / GIS		Administrative		Totals	
	Hr. Rate	\$190.00	Hr. Rate	\$175.00	Hr. Rate	\$120.00	Hr. Rate	\$80.00	Hr. Rate	\$75.00	Hours	Cost
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Data Collection & Review												
Data Collection	4	\$760	12	\$2,100	24	\$2,880	16	\$1,280	4	\$300	60	\$7,320
Data Review	4	\$760	16	\$2,800	24	\$2,880	16	\$1,280	1	\$75	61	\$4,795
Subtotal	8	\$1,520	28	\$4,900	48	\$5,760	32	\$2,560	5	\$375	121	\$15,115
Field Review												
Field Review	4	\$760	40	\$7,000	40	\$4,800	4	\$320	1	\$75	89	\$12,955
Field Review Memo	2	\$380	8	\$1,400	16	\$1,920	4	\$320	2	\$150	32	\$4,170
Subtotal	6	\$1,140	48	\$8,400	56	\$6,720	8	\$640	3	\$225	121	\$17,125
Topographic Survey												
Survey Coordination	4	\$760	8	\$1,400	16	\$1,920	8	\$640	1	\$75	37	\$4,795
Subtotal	4	\$760	8	\$1,400	16	\$1,920	8	\$640	1	\$75	37	\$4,795
Existing Drainage Structure Condition Analysis												
Video Coordination	4	\$760	16	\$2,800	16	\$1,920	4	\$320	1	\$75	41	\$5,875
Condition Assessment Memo	4	\$760	10	\$1,750	16	\$1,920	8	\$640	2	\$150	40	\$5,220
Subtotal	8	\$1,520	26	\$4,550	32	\$3,840	12	\$960	3	\$225	81	\$11,095
Existing Conditions Hydrologic/Hydraulic Model Update												
Existing Conditions Model Review	4	\$760	10	\$1,750	16	\$1,920	16	\$1,280	1	\$75	47	\$5,785
Existing Conditions Model Development Update	4	\$760	6	\$1,400	12	\$1,440	10	\$800	1	\$75	35	\$4,475
Existing Conditions Model Update	6	\$1,140	40	\$7,000	88	\$10,560	61	\$4,880	1	\$75	196	\$23,555
Subtotal	14	\$2,660	58	\$10,150	116	\$13,920	87	\$6,960	3	\$225	278	\$33,915
East Airport Area Future Conditions Hydrologic/Hydraulic Model Update												
East Airport Area Future Conditions Model Update	4	\$760	24	\$4,200	44	\$5,280	30	\$2,400	2	\$150	104	\$12,790
Subtotal	4	\$760	24	\$4,200	44	\$5,280	30	\$2,400	2	\$150	104	\$12,790
Drainage Map Development												
Draft Map	4	\$760	8	\$1,400	20	\$2,400	24	\$1,920	1	\$75	57	\$6,555
Final Map	2	\$380	2	\$350	4	\$480	6	\$640	1	\$75	17	\$1,925
Subtotal	6	\$1,140	10	\$1,750	24	\$2,880	32	\$2,560	2	\$150	74	\$8,480
Pollutant Loading Analysis												
Existing Conditions Update	4	\$760	10	\$1,750	16	\$1,920	24	\$1,920	1	\$75	55	\$6,425
Subtotal	4	\$760	10	\$1,750	16	\$1,920	24	\$1,920	1	\$75	55	\$6,425
Stormwater BMP'S												
Identify BMP Alternatives	6	\$1,140	16	\$2,800	32	\$3,840	40	\$3,200	1	\$75	95	\$11,055
Develop Preliminary Layouts	4	\$760	8	\$1,400	16	\$1,920	20	\$1,600	1	\$75	49	\$5,755
Develop Preliminary Costs	2	\$380	6	\$1,050	10	\$1,200	12	\$960	1	\$75	31	\$3,885
Wetland / T&E Species Assessment	8	\$1,520	20	\$3,500	40	\$4,800	20	\$1,600	1	\$75	89	\$11,495
Subtotal	20	\$3,800	50	\$8,750	98	\$11,760	92	\$7,360	4	\$300	264	\$31,970
Stormwater Improvements Prioritization												
Develop Prioritization Matrix	2	\$380	8	\$1,400	16	\$1,920	8	\$640	1	\$75	35	\$4,415
Prioritize Projects	4	\$760	12	\$2,100	24	\$2,880	16	\$1,280	1	\$75	57	\$7,095
Subtotal	6	\$1,140	20	\$3,500	40	\$4,800	24	\$1,920	2	\$150	92	\$11,510
Preliminary Engineering Report and Conceptual Plans												
Develop Conceptual Plans	8	\$1,520	40	\$7,000	80	\$7,200	80	\$6,400	1	\$75	189	\$22,195
Develop Preliminary Engineering Report	4	\$760	11	\$1,925	16	\$1,920	12	\$960	2	\$150	45	\$5,715
Develop Updated Preliminary Costs	2	\$380	6	\$1,050	8	\$960	4	\$320	1	\$75	21	\$2,785
Subtotal	14	\$2,660	57	\$9,975	84	\$10,080	96	\$7,680	4	\$300	255	\$30,695
Coordination Meetings												
Meetings	12	\$2,280	28	\$4,900	28	\$3,360	2	\$160	10	\$750	80	\$11,450
Subtotal	12	\$2,280	28	\$4,900	28	\$3,360	2	\$160	10	\$750	80	\$11,450
Drainage Report												
Existing Drainage	4	\$760	10	\$1,750	20	\$2,400	16	\$1,280	8	\$600	58	\$6,790
Proposed Drainage	4	\$760	10	\$1,750	20	\$2,400	16	\$1,280	8	\$600	58	\$6,790
Model Results and documentation	2	\$380	2	\$350	4	\$480	2	\$180	1	\$75	11	\$1,445
Draft Report	2	\$380	4	\$700	4	\$480	2	\$160	1	\$75	13	\$1,795
Final Report	2	\$380	4	\$700	4	\$480	4	\$320	1	\$75	15	\$1,965
Subtotal	14	\$2,660	30	\$5,250	52	\$6,240	40	\$3,200	19	\$1,425	155	\$18,775
Future Pond Siting Investigation												
Review Pond Siting Report	2	\$380	10	\$1,750	16	\$1,920	4	\$320	1	\$75	33	\$4,445
Develop Alternate Pond Sites	4	\$760	16	\$2,800	40	\$4,800	16	\$1,280	1	\$75	77	\$9,715
County Meeting	2	\$380	10	\$1,750	10	\$1,200	4	\$320	1	\$75	27	\$3,725
Subtotal	8	\$1,520	36	\$6,300	66	\$7,920	24	\$1,920	3	\$225	137	\$17,885
Labor Totals	128	\$24,320	433	\$75,775	720	\$86,400	511	\$40,880	62	\$4,650	1,854	\$232,025
Reimbursable Expenses												
Drainage Structure Video Subconsultant												\$45,000
Survey Subconsultant												\$30,000
Report Printing												\$1,000
Reimbursable Expenses Totals												\$76,000
Total												\$308,025

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

(Check one)

1. Design Phase:

2. Board Date: August 24, 2010

3. Construction Phase

4. Title: Master Surface Water Management Plan for St. Petersburg-Clearwater International Airport

5. Anticipated Scope and Description: Conceptual Planning and Design for Master Surface Water Plan for the St. Petersburg-Clearwater International Airport. Planning/Design FY 2011 - Anticipated Construction in FY 2012 contingent upon Grant funding

6. YEAR OF CONSTRUCTION START: FY 2012

Current Approved Budget for FY 11 \$ 690,000

7. PROJECT BUDGET:		Authorization Amount Requested	Estimated Project Expenditures in FY 11	Total Estimated Project Expenditures
Professional Services (Planning/Design)	(1)	368,025	690,000	690,000
Construction:				2,875,000
Construction:				
Other:				
Other:				
TOTALS	(1)	\$ 368,025	(2) \$ 690,000	(3) \$ 3,565,000

8. FINANCIAL RESOURCES:

Federal Aviation Administration Grants:	\$2,961,250
State of Florida DOT Grants:	301,875
Passenger Facility Charges:	0
Airport Reserves:	301,875
Reimbursements:	0
Other Revenue Sources:	0
TOTAL FINANCIAL RESOURCES (numbers rounded)	(3) \$ 3,565,000

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

Fiscal Year:	FY 13
New Positions:	NONE
Number:	N.A.
Type:	N.A.
Total Est. Fiscal Impact (Personal Services, Operating Expenses)	\$ 5,000

(1) Cost highlighted in yellow under Professional Services "\$368,025" is the only item being approved at this time.

(2) Amount represents total estimated project expenditures in FY11 (construction, design & inspection)

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

Prepared By Airport, August 2010

Revised Form 3/4/09