

BOARD OF COUNTY COMMISSIONERS

DATE: October 16, 2012
AGENDA ITEM NO. 7

Consent Agenda **Regular Agenda** **Public Hearing**

YMB

County Administrator's Signature:

Subject:
Approval of Ranking of Consultant Selection - Consultant Services for Airport Improvement Projects - St. Petersburg-Clearwater International Airport
Contract No. 112-0413-CN (RM)

Department: St Petersburg-Clearwater International Airport / Purchasing
Staff Member Responsible: Noah Lagos / Joe Lauro

Recommended Action:
I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE RANKING OF FIRMS AND AUTHORIZE STAFF TO NEGOTIATE AGREEMENTS FOR CONSULTANT SERVICES AS NEEDED FOR AIRPORT IMPROVEMENT PROJECTS - ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT ON A CONTINUING BASIS AS OUTLINED IN THE REQUEST FOR PROPOSAL.

Summary Explanation/Background:
On June 29, 2012 the Purchasing Department, in accordance with Consultant Competitive Negotiation Act (CCNA) requirements, let a Request for Proposal (RFP) on behalf of the St. Petersburg/Clearwater International Airport (Airport) to seek qualified consultants to assist the department with the implementation of their Capital Improvement Projects (CIP) for Terminal Building and Airfield improvements. The services shall be carried out in accordance with Federal Aviation Administration (FAA) regulations, ordinances, and policies.

More specifically, the intent of the RFP was to obtain resources from qualified professional firms to provide a wide range of professional services to assist in the rehabilitations and improvements to Taxiways, Aprons, the Terminal Building, and the conversion of Runway 9-27 into a Taxiway. The RFP contained specific projects which the prospective firms had to base their qualifications upon. Ten (10) firms were deemed qualified to perform these projects.

The evaluation committee consisting of representatives from Airport, DEI (Engineering/Transportation and Storm Water Division, Engineering/Technical Support Division) and Real Estate Management, along with a representative from the Purchasing Department acting as a facilitator, met on September 13, 2012, to evaluate and rank the eleven (11) proposals received.

The committee evaluated the firms per the following criteria based on a potential score of 1000 points:

- | | | |
|----|--|------------|
| 1. | Ability of the Firm and its Professional Personnel | 400 points |
| 2. | Firm's Experience with Projects of Similar Size and Past Performance | 400 points |
| 3. | Volume of Work Previously Awarded by the County | 50 points |
| 4. | Effect of the Firm's Current and Projected Workload | 50 points |
| 5. | Minority Business Status | 50 points |
| 6. | Location | 50 points |



CATS NO.:

PURCHASING DEPARTMENT CONTRACT REVIEW TRANSMITTAL

39964

PROJECT: Consultant Selection for Airport Improvement Proj Terminal Building and Airfield Improvements, St. Petersburg/Clearwater Inter., Airport

BID NUMBER: 112-0413-CN (AM) REQ. NUMBER:

TYPE: [] Purchase Contract [] Other: [] Construction-Less than \$100,000 [] One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment. Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on page: 13 PRODUCT ONLY [] This is an annual contract. Estimated Expenditure: Note: Estimated cost Varies per Project as listed in Section E

Table with 6 columns: REVIEW SEQUENCE, REVIEW AUTHORITY, REVIEW DATE, REVIEW SIGNATURE, COMMENTS (Attach Separate page if necessary), COMMENTS INCORPORATED. Contains handwritten entries for review sequences 1 and 2.

Using Dept please provide below information: [X] Yes, funding for this requisition is using grant Funding. [] No, funding for this requisition is not using grant Funding. If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Table with 6 columns: REVIEW SEQUENCE, REVIEW AUTHORITY, REVIEW DATE, REVIEW SIGNATURE, COMMENTS (Attach Separate page if necessary), COMMENTS INCORPORATED. Contains handwritten entries for review sequences 3, 4, 5, 6, and 7.

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: AMELIA MCFARLANE, SR., PROCUREMENT ANALYST at Extension 43149 Please return your requirements to Purchasing by: June 18, 2012

TENTATIVE DATES table with rows: Bid Mail Out: June 22, 2012; Bid Opening: July 23, 2012; BCC Approval: TBD

14700 Terminal Bldg Clearwater 33762

SECTION E - SCOPE OF WORK

**Proposal Title: Consultant Services- Airport Improvement Projects-St. Petersburg/Clearwater International Airport
Proposal Number: 112-0413-CN (AM)**

A. OBJECTIVE:

The Board of County Commissioners is seeking qualified firms to provide Architectural and Engineering services for Terminal Building and Airfield Improvements at the St. Petersburg-Clearwater International Airport (Airport).

B. BACKGROUND:

The County is letting this RFP to select successful firms who will provide continuous architectural and engineering services for anticipated projects. It is possible that five contracts will be negotiated through selected consulting firms to accomplish rehabilitations and improvements to Taxiways, Aprons, Terminal Building, and the conversion of Runway 9-27 into a Taxiway.

C. SCOPE OF WORK:

The anticipated projects are described as follow:

1. Taxiway Improvements, Phase I and Phase II:

- a. Two separate projects will include the rehabilitation or reconstruction of eleven existing asphaltic concrete taxiways, the elimination of one taxiway, and the creation of a new high-speed taxiway. The project taxiways include and are identified as A, B (south side), C, D, E, F, G, H, J, K, L, and M. (See Exhibit A).
- b. Each taxiway will require specific and complete evaluation to establish the most cost effective improvement for that taxiway. Investigations and engineering will include drainage analysis, signage, lighting, runway markings, geotechnical and topographic surveys, and design alternatives.
- c. Consultants will be responsible for the development of final construction plans and specifications and providing bid phase support as well as engineering support during the construction phase.
- d. All work shall meet Federal Aviation Administration criteria and Advisory Circular requirements.
- e. The project will be designed and constructed in two phases and in different fiscal years to accommodate available funding and to allow the taxiways to be logically grouped and scheduled to cause the least amount of disruption to Airport Operations.
- f. Consultants shall collaborate with the Airport to develop preliminary engineering reports, exhibits, and illustrations that detail investigative findings, recommendations, estimated construction costs and time frames, and the phasing of elements. Project submittals and presentations will be required at 30%, 60%, 90%, and 100% design stages.

2. Apron Improvements:

- a. The location of aprons that will be addressed by this project includes Aircraft Parking positions 7 through 11 (See Exhibit B).
- b. Engineering, design, production of construction plans and specifications, bid phase support, and design assistance during construction will be required to support the conversion of the existing asphaltic concrete apron to Portland cement concrete.
- c. Engineering analysis and design will include survey, drainage design, geotechnical investigation and reports, alternative designs, concrete pavement structural design, utilities location with conflict resolution, and pavement markings.
- d. Planning efforts will include developing phased construction to limit disruption to Airport Operations, and presentations to the Airport at 30%, 60%, 90%, and 100% development stages. Presentations at each stage will include estimated construction costs and time frames. Bid documents will require the accommodation of Airport security procedures.

SECTION E – SCOPE OF WORK

3. Terminal Renovation, Phase III:

- a. The project includes the expansion of passenger holding areas at Gates 9 and 10. The selected firm will review previously developed terminal planning documents to insure that improvements are coordinated with both current and future building functions and constraints (See Exhibit B).
- b. Presentations will be required at 30% (including alternatives), 60%, 90%, and 100% design stages. Estimated construction costs and construction durations will be required at each stage. Engineering support of project during construction will be included.
- c. Final construction plans and specifications will guide the construction of a completely functional passenger holding area, including all light fixtures, ceiling, floor and wall finishes, restroom adjustments, utilizing existing HVAC capacity, fire notification and control, millwork, security elements, with all components meeting current Florida Building Codes.
- d. The project may also include the design and installation of a canopy for the ground transportation lot at the west end of the terminal building. This element will provide refuge from weather conditions and improve building aesthetics at that location.
- e. Other terminal improvements as funding permits.

4. Runway 9-27 Conversion to a Taxiway

Convert Runway 9-27 to a taxiway. Tasks include adjustments to existing asphalt, significant lighting changes, re-establishing airfield signage, removal of existing paint, new taxiway markings, new electrical supply lines and updated aviation related publications and documents (See Exhibit A). Engineering support of the project during construction will be included.

5. Project Locations and Estimated Costs:

Please note that some projects, as identified, are dependent upon availability of funding. The County reserves the right to waive services or request other services that may be deemed to be in the best interest of the Airport or determined necessary to complete work assignments. Funding estimates are based on available information at this time but may not accurately depict actual future design and construction costs. **Final cost will be negotiated for each project.**

TAXIWAY IMPROVEMENTS – PHASE I
Total Estimated Project Cost - \$6,310,000
SEE ATTACHED EXHIBIT A

TAXIWAY IMPROVEMENTS – PHASE II
Total Estimated Project Cost - \$3,780,000
SEE ATTACHED EXHIBIT B

TERMINAL APRON REHABILITATION – PHASE II
Total Estimated Project Costs - \$3,000,000
SEE ATTACHED EXHIBIT B

TERMINAL RENOVATION PROJECT – PHASE III
Total Estimated Project Cost - \$3,000,000
SEE ATTACHED EXHIBIT A

RUNWAY 9-27 RECONSTRUCTION
Total Estimated Project Cost - \$4,500,000
SEE ATTACHED EXHIBIT A

SECTION E SCOPE OF WORK**6. Specific Requirements:**

- a. Upon completion of a project, the consultant shall deliver as-built drawings in AUTOCAD format to the Airport.
- b. The Consultant will be required to update the Airport Layout Plan and various aviation related publications and documents.
- c. Updated probable costs will be required at each project development stage.
- d. All projects are located within a high security area that requires consultants to have background checks, training, and badges.
- e. The taxiway projects include significantly varying rehabilitation needs. To develop the appropriate and specific rehabilitation for each taxiway, the project work will focus on initial investigations, analysis, testing, and the development of consensus with the Airport.
- f. Frequent interaction between the Consultant and the FAA on all taxiway project components, including funding issues, is a work requirement that will be established in the final agreements.

ATTACHMENT 1
FEDERAL CONTRACT PROVISIONS

Federal Provisions Required for all A/E Contracts

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant of the Consultant'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 Consultant shall provide all information and reports required by the Regulation 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 Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant 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 Consultant'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 Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant 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 Consultant assures that it will comply with pertinent Federal 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 Consultants, this provision binds the Consultants 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.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant 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 Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *[specify number]* days from the receipt of each payment the Consultant receives from *[Name of recipient]*. The Consultant 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 *[Name of Recipient]*. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, 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 Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant 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 Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant 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.

RIGHTS TO INVENTIONS

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.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by 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 Consultant or subcontractor who is unable to certify to the above. If the Consultant 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 Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant 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 Consultant 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 Consultant 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 Consultant 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.

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$10,000**

TERMINATION OF CONTRACT

- 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 Consultant'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 Consultant 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.

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$25,000**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are 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 acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$100,000**

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant 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 there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

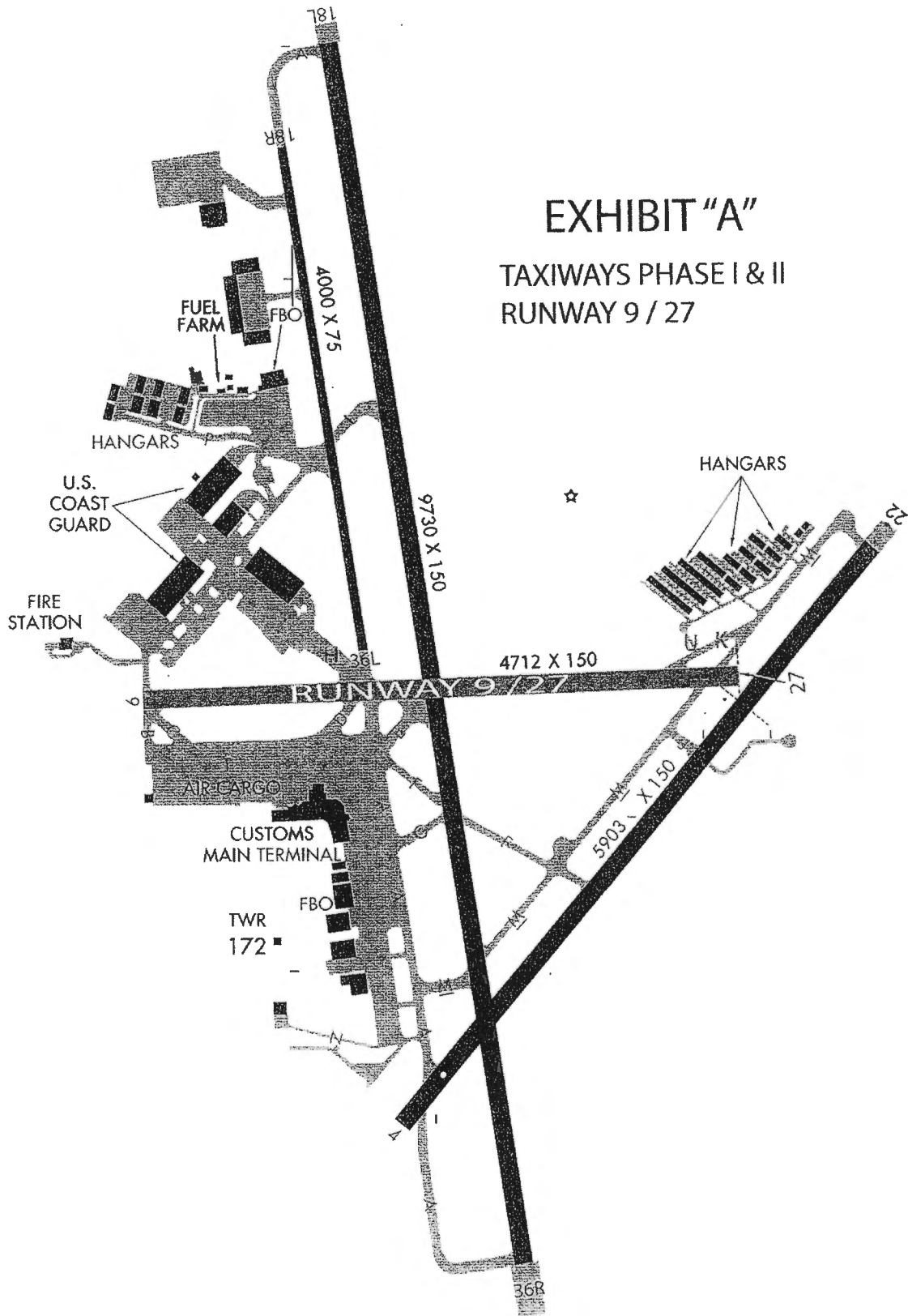


St. Petersburg-Clearwater International Airport

Ⓢ A Pinellas County Government Service

EXHIBIT "A"

TAXIWAYS PHASE I & II RUNWAY 9 / 27



PINELLAS COUNTY EVALUATION CRITERIA TABULATION SHEET

CONSULTANT SERVICES - AIRPORT IMPROVEMENT PROJECTS/ST.
 PETERSBURG/CLEARWATER INTERNATIONAL AIRPORT
 BID # 112-0413-CN(RM)

COMPANY NAME	EVALUATOR Paul Bellhorn	EVALUATOR Tom Borawski	EVALUATOR John Holt	EVALUATOR Bob Humberstone	EVALUATOR Brian Landry	TOTAL POINTS	TOTAL AVERAGE	RANK
Jacobs Engineering Inc.	904.50	892.50	905.00	896.50	897.50	4496.00	899.20	1
AECOM Technical Services, Inc	883.00	891.00	899.00	891.00	895.00	4459.00	891.80	2
American Infrastructure Development Inc.	879.00	891.00	898.50	891.00	894.00	4453.50	890.70	3
Michael Baker, Jr., Inc.	884.50	888.25	892.00	892.00	887.00	4443.75	888.75	4
Hanson Professional Services Inc.	875.00	870.50	879.00	883.00	878.00	4385.50	877.10	5
URS Corporation Southern	852.75	847.75	855.00	856.50	854.00	4266.00	853.20	6
AVCON Inc.	835.00	823.00	851.00	847.00	827.00	4183.00	836.60	7
Kimley Horn & Associates Inc.	832.00	825.00	852.50	836.50	836.00	4182.00	836.40	8
TBE Group Inc. dba CARDNO TBE	815.75	856.25	829.25	841.75	810.00	4153.00	830.60	9
Atkins North America Inc.	795.00	820.00	820.00	809.50	797.50	4042.00	808.40	10
Walbridge Aldinger Company	440.00	440.00	440.00	440.00	440.00	2200.00	440.00	11

Date: **SEPTEMBER 13, 2012**