

FIRST AMENDMENT

This Amendment made and entered into this _____ day of _____, 20__, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Avcon, Inc., Orlando, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on January 1, 2018, pursuant to Pinellas County Contract No. 167-0339-NC (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Professional Engineering Services for County; and

WHEREAS, Section 25 of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. The term of the Agreement is hereby extended beginning on April 1, 2019 and continuing through September 24, 2019, and the not-to-exceed compensation amount is increased by \$136,032.00 for additional construction administration services, as specified in Exhibit A and incorporated herein.
2. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

Chairman

ATTEST:
KEN BURKE

Deputy Clerk

CONTRACTOR: Avcon, Inc.



Authorized Signature

Sandeep Singh

Printed Authorized Signature

President

Title Authorized Signature

APPROVED AS TO FORM

By: 

Office of the County Attorney



AVCON, INC.
Engineers & Planners

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Orlando, Florida 32822
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Revised October 19, 2018

Mr. Scott A. Yarley, P.E.
Airport Engineer
St. Pete-Clearwater International Airport
14700 Terminal Blvd., Suite #221
Clearwater, FL 33762



Reference: Transmittal of Scope and Fee Proposal
Construction Administration Services
Security System Improvements Project
St. Pete-Clearwater International Airport

Dear Mr. Yarley:

Pursuant to your request, **AVCON, Inc. (AVCON)** is pleased to enclose **Exhibit A, Consultant's Compensation Proposal** and identify the scope items below to provide Construction Administration Services for the above-referenced project at the St. Pete-Clearwater International Airport (PIE). In addition to normal Construction Administration services these will also include weekly site observation by the Engineer of Record (EOR).

The work is anticipated to be performed over a total of 210 calendar days - with 30 days for start-up activities and 180 days to achieve substantial completion. Special attention will be required throughout the construction phase, including attendance at regularly scheduled Job Coordination Meetings (JCM).

This proposal provides for the Construction Phase Services, during the construction of the project to verify fulfillment of contract requirements, and closeout documentation. The overall scope of work for the Construction Administration Services is indicated below:

1. Review and advise Airport on Contractor's schedule;
2. Attend the Pre-Construction Conference and act as the Airport's Consultant at the Conference;
3. Catalog, review and approve shop drawings, samples, and other submissions as to conformance with design concept, permitting conditions, and construction documents. Incorporate Airport comments with respect to the same; Shop drawings will include all aspects of the project from Fencing, Gate operators to Space renovations and access control equipment (maglocks etc.), Fiberoptic and Cat VI cabling, switches, patch-panels, head-end equipment etc.
4. Provide an on-site project observation visit every two weeks of the progress, quality, and quantities of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. The Consultant will not be responsible for the means, methods, techniques, sequences, or procedures of the construction selected by the Contractor(s) or the safety precautions and programs incidental to the work of the Contractor(s). The Consultant's efforts will be directed toward determining whether the completed project will generally conform to the Contract Documents. During such visits and based on on-site observations, the Consultant shall keep the Airport informed of the



progress of the work, shall endeavor to guard Airport against defects and deficiencies on the work of Contractor(s), and may disapprove or reject work as failing to conform to the Contract Documents;

5. Provide additional consultation and advice to Airport during all phases of the construction;
6. Attend JCMs; It is anticipated the Engineer & design staff will call-in every other meeting;
7. Respond to various Requests for Information (RFIs), Job Memoranda (JM), and other field prepared inquiries; Prepare and Issue Field directives;
8. Review Change Orders (COs) as prepared by Airport staff;
9. Attend and document substantial and final completion inspections;
10. Review Contractor Applications for Payment;
11. Site observation by EOR to assist Airport staff (12 Hours/Week). Field role is anticipated to be led by PIE staff.
12. Prepare Record Documents and AutoCAD files based upon information supplied by the Construction Contractor; and
13. Receive and review written guarantees and other documents assembled by the Contractor(s) for sufficiency.

Based on the scope identified above and the attached **Exhibit A, Consultant's Compensation Proposal**, we have identified a total fee of **One Hundred Thirty-Six Thousand Thirty-Two and no/100 Dollars (\$136,032.00)** to complete the scope of work for Construction Phase Services. The enclosed spreadsheets and summary tables are provided to illustrate the basis for the fees.

AVCON, INC. will provide the overall management of project, serve as intermediary with the PIE staff, as well as provide the Record Drawing documents for the completed project.

Thank you again for the trust you have placed in us and the opportunity to serve you on this important project. We look forward to a successful project with the Airport.

Sincerely,

AVCON, INC.

A handwritten signature in cursive script that reads "Sandeep Singh".

Sandeep Singh, P.E.
President

Enclosures

**EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
BREAKDOWN OF FEES AND EXPENSES**

Position: AVCON	PRINCIPAL		PROJECT MANAGER		SENIOR ENGINEER		PROJECT ENGINEER		CADD DESIGNER		Clerical		TOTAL		Avg. Hourly Rate
	\$199		\$156		\$121		\$98		\$90		\$60		Labor Hours	Cost	
	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost			
Construction Administration															
1. Review and Advise the Airport on Contractor's schedule.	2	\$398	4	\$624	4	\$484	0	\$0	0	\$0	2	\$120	12	\$1,626.00	\$136
2. Prepare for and Attend the Pre-Construction Conference.	0	\$0	12	\$1,872	0	\$0	0	\$0	0	\$0	4	\$240	16	\$2,112.00	\$132
3. Catalog, review and approve shop drawings, samples and other submissions as to conformance with design concept.	0	\$0	40	\$6,240	60	\$7,260	40	\$3,920	0	\$0	40	\$2,400	180	\$19,820.00	\$110
4. Provide bi-weekly review of the progress, quality and quantities of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents.	4	\$796	20	\$3,120	20	\$2,420	20	\$1,960	0	\$0	0	\$0	64	\$8,296.00	\$130
5. Provide additional consultation and advice to Airport during all phases of the construction.	4	\$796	24	\$3,744	60	\$7,260	72	\$7,056	0	\$0	6	\$360	166	\$19,216.00	\$116
6. Attend JCMs.	0	\$0	8	\$1,248	50	\$6,050	50	\$4,900	0	\$0	0	\$0	108	\$12,198.00	\$113
7. Respond to RFIs & JMs.	0	\$0	16	\$2,496	26	\$3,146	38	\$3,724	0	\$0	23	\$1,380	103	\$10,746.00	\$104
8. Review Change Orders, as applicable.	0	\$0	8	\$1,248	26	\$3,146	38	\$3,724	0	\$0	4	\$240	76	\$8,358.00	\$110
9. Substantial and Final Completion Inspection	0	\$0	8	\$1,248	14	\$1,694	26	\$2,548	0	\$0	0	\$0	48	\$5,490.00	\$114
10. Review Contractor's Invoices	0	\$0	4	\$624	10	\$1,210	10	\$980	0	\$0	4	\$240	28	\$3,054.00	\$109
11. Site Observations by EOR	0	\$0	0	\$0	304	\$36,784	0	\$0	0	\$0	0	\$0	304	\$36,784.00	\$121
Sub-Total Construction Administration	10	\$1,990	144	\$22,464	574	\$69,454	294	\$28,812	0	\$0	83	\$4,980	1,105	\$127,700.00	\$116
Closeout															
12. Prepare record drawings and AutoCAD discs based upon information supplied by Construction Contractor, and	0	\$0	4	\$624	8	\$968	0	\$0	40	\$3,600	8	\$480	60	\$5,672.00	\$95
13. Review written guarantees and other closeout documents assembled by the Contractor.	0	\$0	4	\$624	8	\$968	6	\$588	0	\$0	8	\$480	26	\$2,660.00	\$102
Sub-Total Closeout	0	\$0	8	\$1,248	16	\$1,936	6	\$588	40	\$3,600	16	\$960	86	\$8,332.00	\$97
TOTAL LUMP SUM REIMBURSABLE LABOR:	10	\$ 1,990	152	\$ 23,712	590	\$ 71,390	300	\$ 29,400	40	\$ 3,600	99	\$ 5,940	1191	\$ 136,032	\$114