

**PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES AGREEMENT
112-0413-CN (RW)**

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**SECTION 1
INTENT OF AGREEMENT**

AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT ENGINEERING SERVICES FOR
Airport Department

THIS AGREEMENT, entered into on the ____ day of _____, 20____, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and, American Infrastructure Development, Inc with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL CONSTRUCTION MANAGEMENT ENGINEERING SERVICES** associated with the **Terminal Improvements Phase 3 Project** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES requisite to the management needs of the COUNTY'S Airport Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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

**SECTION 2
SCOPE OF PROJECT**

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

The CONSULTANT shall provide construction management services, on behalf of the AIRPORT, throughout the duration of construction. These services shall include; project administration, conduct pre-construction conference and construction progress meetings, coordinate shop drawing reviews and requests for information, coordinate pay applications, perform site visits and inspections, provide resident project representatives to ensure project is constructed per the Contract Documents, and provide Quality Assurance testing. (Refer to Exhibit "A" for detailed Scope of Work and Fee).

2.2 PROJECT PHASES

All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in 2.3 E.

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 review of the contractor's construction 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. . The CONSULTANT shall be responsible for review of 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 electronically and or on CD ROM formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on a CD ROM, Microsoft Word & Excel format as required, 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 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

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE

The CONSULTANT shall prepare with the COUNTY'S assistance the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the COUNTY and the Contractor. The CONSULTANT also, shall bear the cost of two (2) complete sets of documents (plans and specifications), two (2) of which shall be signed and sealed by the CONSULTANT as original record sets for the PROJECT. Each sheet in the two (2) construction plans print sets shall be signed, sealed and dated. The title sheet only of the two (2) specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

3.2.1 The CONSULTANT, following the COUNTY'S review of the Construction Documents and of the latest Statement of Probable Construction Cost, shall be available to assist the COUNTY in obtaining bids, and in preparing and awarding construction contracts for each bid package. The CONSULTANT shall assist conducting pre-bid conferences, and shall prepare a Bid Tabulation spreadsheet following receipt of bids.

3.2.2 If the Advertisement for bids has not commenced within sixty (60) days after the CONSULTANT submits the approved Construction Documents to the COUNTY, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the Construction Documents to the COUNTY and the date on which the Advertisement for Bids occurred.

3.2.3 The CONSULTANT shall prepare any required addenda to construction plans and specifications on the PROJECT during the bidding phase affecting the CONSULTANT'S plans and specifications. The CONSULTANT shall also provide any addenda during the Construction Phase in sufficient quantity to distribute to all necessary parties as determined by the COUNTY. Addenda material shall be placed in envelopes by the CONSULTANT for mailing by the COUNTY. The CONSULTANT shall also furnish certified mail receipt material and prepare mailing labels. The COUNTY shall mail all addenda.

3.3 CONSTRUCTION PHASE

All contact and/or communication from the CONSULTANT to the Contractor shall be coordinated with the knowledge of the COUNTY.

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for COUNTY.

3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the COUNTY.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the COUNTY as required by construction exigencies. Response to any request must be received by the COUNTY within twenty-four (24) hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the COUNTY of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the COUNTY.
10. Assist in the establishment by the COUNTY of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the COUNTY'S use.
13. The CONSULTANT shall visit the project as necessary, but at a minimum of three (3) month, six (6) month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the CONSULTANT of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The CONSULTANT will provide one (1) set of signed and sealed prints and one (1) CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the COUNTY within thirty (30) days following completion of construction.
17. Consult with, and recommend solutions to, the COUNTY during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
19. Document noted defects or deficiencies and assist the COUNTY in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the CONSULTANT with all the required project close out material for CONSULTANT'S use in the warranty period services.

21. The Contractor shall have prime responsibility in the warranty period for all services herein. The CONSULTANT shall assist, consult, observe review and document as noted.

3.4 PROVISIONS RELATED TO ALL PHASES

3.4.1 The CONSULTANT will investigate and confirm in writing to the COUNTY, to the best of the CONSULTANT'S knowledge, conformance with all applicable local public and utility regulations.

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

3.4.4 The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the construction plans.

- a. Five (5) copies of the design notes and computations shall be submitted to the COUNTY with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any COUNTY comments shall be resubmitted. At the PROJECT completion, a final set of the design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the record set of plans and tracings.
- b. The design notes and calculations shall include, but not be limited to, the following data:
 - 1) Design criteria used for the PROJECT.
 - 2) Roadway geometric calculations
 - 3) Structural calculations.
 - 4) Drainage calculations.
 - 5) Traffic design calculations
 - 6) Traffic control calculations
 - 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
 - 8) Calculations showing probable cost comparisons of various alternatives considered.
 - 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 - 10) Other PROJECT-related correspondences as appropriate.

3.4.5 Each set of plans for the PROJECT shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the COUNTY.

3.4.6 The CONSULTANT shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the PROJECT.

3.4.7 The COUNTY in no way obligates itself to check the CONSULTANT'S work and further is not responsible for maintaining project schedules.

3.4.8 Other CONSULTANT responsibilities shall be as listed below:

- a. Provide necessary sealed drawings to obtain building permits or any utility permit.
- b. Assist the COUNTY in Contractor claims and/or litigation.
- c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the COUNTY against claims by suppliers or third parties.

3.4.9 The CONSULTANT must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.

3.4.10 All work prepared and/or submitted shall be reviewed and checked by a CONSULTANT (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional CONSULTANT in responsible charge.

3.5 PERMIT APPLICATIONS AND APPROVALS

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

3.5.2 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.

3.5.3 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.

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

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

3.6.2 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. Reproduces 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 Director of Engineering and Technical Support (ETS) or designee 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 Exhibit A shall constitute the Basic Services to be performed by the CONSULTANT under this Agreement.

6.2 OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY's Executive Director of the Engineering and Technical Support, or designee.

6.3 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S Director of Engineering and Technical Support (ETS) or designee, 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.

6.4 ADDITIONAL SERVICES

When executed by the County Administrator or 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.

6.5 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 ~~B~~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 shall be mailed to the attention of the designated Project Manager, Engineering and Technical Support, 14 S. Ft. Harrison Ave, Clearwater, FL 33756.

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

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 3.10, the COUNTY agrees to pay the CONSULTANT for Construction Management services as described in this agreement as follows:

The compensation for Construction Management Services shall not to exceed amount of four hundred ninety six thousand six hundred and twenty **(\$496,620.00) dollars** to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of that area will be reimbursed in accordance with Section 112.061 F.S.

7.2 For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: **(\$ 0)** for the Task 8a of the PROJECT

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 **(\$ 40,000)** for all assignments performed.

7.4 Total agreement amount **(\$ 536,620.00)**.

7.5 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.

7.6 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 All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in 2.3 E.

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) 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 Director of Engineering and Technical Support or designee.

9.2 The ADDITIONAL services provided for under this Agreement shall be performed only upon approval of the County Administrator or 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. Any subconsultant not listed as part of the prime consultants team at time of award must be approved by the Director of Purchasing prior to performing any service.

**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 Director of Engineering and Technical Support or designee.

**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 must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The CONSULTANT must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached

15.2 If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

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

In carrying out the contract, the CONSULTANT shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin.

**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

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for **500** consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first 500 calendar day term. However, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

23.2 This AGREEMENT may exercise a term extension subject to written notice of agreement from the County Administrator and CONSULTANT, for one (1) additional one (1) year term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same. Rates will be subject to negotiation based on current market conditions.

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 ENTIRE AGREEMENT

This Agreement represents, together with all Exhibits and Appendices, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name: American Infrastructure Development, Inc.

PINELLAS COUNTY, by and through its Board of County Commissioners

By: *Sabina C. Mohammadi*
Print Name: Sabina C. Mohammadi
Title: President-CEO Date: 1/25/16

By: _____
Name _____ Date: _____
Chairman

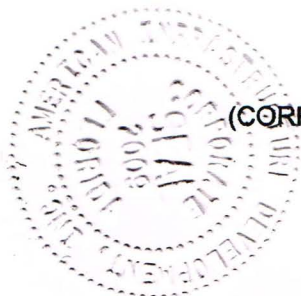
ATTEST:

ATTEST:

Ken Burke, clerk of the Circuit Court

By: *Mandi S. Rains*
Print Name: Mandi S. Rains
Title: Executive Assistant Date: 1/25/16

By: _____
Deputy Clerk Date: _____



(CORPORATE SEAL)

APPROVED AS TO FORM

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

TERMINAL IMPROVEMENTS - PHASE III CONSTRUCTION MANAGEMENT SERVICES ST. PETE-CLEARWATER INTERNATIONAL AIRPORT

Exhibit A - Scope of Work

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

General Information

The Design Team (Baker) has completed the design and prepared the Bidding Documents for the referenced project.

The Terminal Area Improvements - Phase III includes the addition of approximately 10,000 square feet of passenger holdroom and concession space at the Gate 7-10 area, renovations to the rest rooms at baggage claim, second floor east and west terminal, new chiller installation, and improvements to the Ticketing 'A' checkpoint.

The terminal expansion in the Gates 7-10 area will increase the passenger hold room, bathroom, and security checkpoint capacities. Construction will have direct and indirect impacts to the existing aircraft parking ramp, a portion of the existing storm drainage system, the existing HVAC chiller, security access control, fire alarm, lighting, and electrical systems.

Construction will require phasing such that Gates 7-8 or 9-10 remain operational at all times; accommodation of passengers as a temporary holding area may include the international arrival-baggage claim room, which would be accessed by passengers from Gates 2-6.

This scope of work focuses on the tasks associated with Construction Management Services. Total construction duration is estimated at 494 calendar days (approximately 16.5 months). For fee purposes, the RPR services have been broken out into a base phase (436 days) and an additional phase (58 days). The basic services fees are the same for either phase (i.e. no additional hours needed for the additional phase).

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

AID will not provide threshold inspections as part of this agreement.

Specific Scope

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

Project Administration and Coordination

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

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

Review of Project Documentation

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

Prepare Construction Management Plan

The Construction Team will compile a construction management plan for submission to the FAA. Components will include information on the quality assurance testing requirements, Contractor's quality control plan, submittals, testing lab certifications, contractor's personnel, consultant's personnel, and responsibilities of all organizations involved.

Pre-Construction Conference

The Construction Team will conduct a Pre-Construction Conference before the Contractor is provided with a construction Notice to Proceed. The purpose of this meeting will be to review general administrative procedures of the contract, review technical requirements, begin the submittal process, and other items as defined in the Contract Documents. The Construction Team will notify the COUNTY, the FAA, FDOT, Design Team, and other interested parties of the Pre-Construction Conference and will invite their representatives to attend. The Construction Team will explain the Project scope at the pre-construction conference in accordance with FAA AC 150/5300-9, Pre-Design, Pre-Bid, and Pre-Construction Conferences for Airport Grant Projects, to ensure that the attendees are aware of the design, construction, grant requirements, and safety requirements of the project and are informed of their individual responsibilities. The Construction Team will prepare minutes for the meeting.

Shop Drawing Coordination

The Construction Team will collect and log shop drawings and transmit them to the Design Team. The Construction Team will perform a cursory review of shop drawings for general compliance with the Contract Documents. The Design Team will be responsible for the detailed review of the shop drawings. Once the Design Team comments are received, the Construction Team will log the responses and transmit them to the necessary recipients. The Construction Team will prepare and maintain a shop drawing log identifying the submittal number, description, received date, action date,

and action taken. Reviews of shop drawings will not relieve the Contractor of the responsibility of compliance with the Contract Documents. Such action(s) shall be taken with reasonable promptness so that the progress of the construction of the project will not be delayed.

Management of Contractor RFI's

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

Contractor Applications for Payment

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

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

Site Visits and Inspections

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

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

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

Resident Project Representative (RPR)

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

1. Coordinate the Contractor's mobilization to the site.
2. Monitor the Contractor's progress as it relates to the construction schedule and completion dates.
3. Coordinate possible ways to improve project sequencing or phasing.
4. Collect, review, log, and distribute Contractor's correspondence and submittals.
5. Coordinate, review, log, and distribute Contractor's Requests for Information (RFI).
6. Review and approve Contractor submitted quantities and pay requests.
7. Monitor Contractor field activities on a daily basis.
8. Maintain a daily construction log.
9. Attend weekly or bi-weekly progress meetings.
10. Capture project progress photographs.
11. Coordinate, schedule, and review Quality Assurance testing.
12. Monitor and track the Contractor's adherence to their Quality Control Plan.
13. Administer Change Orders, as necessary.
14. Organize, prepare for, and lead the substantial completion and final inspections.
15. Prepare and issue certificates of substantial completion and final completion.
16. Create the Contractor's punch list of unfinished items.
17. Verify the Contractor's completion of the punch list.
18. Collect the Contractor's as-built information and verify completeness.
19. Prepare the final closeout documentation in accordance with FDOT and FAA requirements.
20. Certify the completion of the project in general conformance with the Contract Documents.

21. Assist with Davis Bacon wage rate interviews, if required.

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

1. Authorize any deviation from the construction Contract Documents or substitution of materials or equipment.
2. Exceed the limitations of the COUNTY or the Design Team as set forth in the construction Contract Documents.
3. Undertake any of the responsibilities of the Contractors, subcontractors, or Contractor's superintendents.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the construction Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Accept shop drawings or sample submittals from anyone other than the prime Contractor.
7. Authorize the Owner to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized.

For purposes of fee derivation, it is assumed that the RPR will work an average of fifty (50) hours per work week for the duration of the project. An additional 10 percent of the RPR hours are included in the proposal for a back-up RPR to supplement the inspection time, if required.

Jacobs will provide an additional Special Architectural Coordinator and technical advice related to architectural or building challenges that arise during construction and require technical input from the Construction Management Team.

Quality Assurance Testing

Tierra, Inc. will provide an on-site representative to perform laboratory and field quality assurance testing services for structural concrete materials.

The Construction Team shall have authority, as COUNTY's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required by the Contract Documents (but, only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

Tests will be performed, as required in the project specifications. The COUNTY will be invoiced on a reimbursable basis per test or per man-hour as stipulated in the subconsultant's price proposal. The total aggregate charge to the COUNTY for QA testing shall not exceed the total amount stipulated in the subconsultant's price proposal unless authorized by the COUNTY.

Exclusions

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

1. Special Structural or Threshold Inspections to satisfy building permit requirements.
2. Conformed contract plans and documents for construction use by the successful bidder.
3. Construction layout.
4. Grant services and FAA/FDOT coordination, or Grant Quarterly Reports.
5. Record Drawings.
6. ALP Update.

Period of Services

The Construction Team will provide its services in accordance with COUNTY and the Contractor's approved schedule. It is assumed that the construction duration will be 494 calendar days from the notice to proceed to the contractor.

Project Manager	Senior Engineer	Engineer (RPR)	Senior Architect	Clerical	Totals
\$174.00	\$154.00	\$116.00	\$170.00	\$59.00	

BASIC SERVICES

Construction Management - 72 Weeks (Lump Sum)

1	Project Administration and Coordination	144				72	216
2	Review of Project Documentation	4		40	16		60
3	Prepare Construction Management Plan	4		4	4	8	20
4	Pre-Construction Conference	4			8	4	16
5	Weekly Construction Meetings	72				36	108
6	Site Visits and Inspections (One per Month)	16			128		144
7	Shop Drawing Coordination		72			40	112
8	Responses to and Coordinate Contractor RFI's		80			40	120
9	Contractor Applications for Payment	8	32			16	56
10	Review Record Drawings and Closeout Documents	2	8	24	4	16	54
Total Labor Hours:		254	192	68	160	232	906
Total Labor Costs:		\$44,196.00	\$29,568.00	\$7,888.00	\$27,200.00	\$13,688.00	\$122,540.00

SPECIAL SERVICES

RPR Services (Not-To-Exceed)

	<i>Days</i>	<i>Weeks</i>	<i>Hours</i>	<i>Rate</i>	
1 Primary RPR - Baseline Schedule	500	72	2880	\$116.00	\$334,080.00
2 Secondary RPR	21	3	120	\$155.00	\$18,600.00

Subconsultant Services (Not-To-Exceed)

1 QA Testing (Tierra)					\$15,000.00
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Expenses (Not-To-Exceed)

1 Reproduction					\$0.00
2 RPR Vehicle					\$0.00
3 Special Architectural Coordinator Travel		16 Trip Days (Lodging & Travel)		\$400.00	\$6,400.00

TOTAL FEES (NOT-TO-EXCEED)					\$496,620.00
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