

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Runway 18-36 Rehabilitation – Construction Management Services

RFP CONTRACT NO. 189-0431-NC (SS)

NON-CONTINUING FIRM: AECOM Technical Services, Inc.

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

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Runway 18-36 Rehabilitation – Construction Management Services**

THIS AGREEMENT, entered into on the 10th day of Dec., 2019, 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, AECOM Technical Services, 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 ENGINEERING SERVICES**, specifically Construction Management services, for the Runway 18-36 Rehabilitation Project at the St Pete-Clearwater International Airport, located in Pinellas County, Florida

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

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

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

**SECTION 2
SCOPE OF PROJECT**

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

The project is the rehabilitation of the primary runway for the airport, Runway 18-36. Work will involve the rehabilitation of the existing asphalt pavement; widening of the runway shoulders; and reconstruction of the runway lighting system.

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 on-site inspection, (ie. resident project representation), to ensure project is constructed per the Contract Documents, and provide Quality Assurance testing and field surveys. (Refer to Exhibit "A" for detailed Scope of Work and Fee Breakdown).

2.2 PROJECT PHASES – Not Applicable

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 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.
- E. 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.

**SECTION 3
SERVICES TO BE FURNISHED BY THE CONSULTANT**

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE – Not Applicable

3.3 CONSTRUCTION PHASE – Not Applicable

3.4 PROVISIONS RELATED TO ALL PHASES – Not Applicable

3.5 PERMIT APPLICATIONS AND APPROVALS – Not Applicable

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES – Not Applicable

**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.

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

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

5.1 The CONSULTANT shall make presentations to the COUNTY'S Director of Airport 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.

5.2 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.

5.3 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.

5.4 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 – Not Applicable

6.3 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S Director of Airport 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 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).

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, Scott A. Yarley, PE, Airport Engineer for the St Pete-Clearwater International Airport.

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 as follows:

A Lump Sum Fee of: Two hundred and seventy-two thousand, nineteen dollars and 00/100 (\$272,019.00) for the Task 1 – Project Administration.

A Lump Sum Fee of: Seven hundred and forty-three thousand, one hundred and seventy-three dollars, and 00/100 (\$743,173.00) for the Task 2 - On-site Inspection (ie. Resident Project Representation).

A Lump Sum Fee of: Thirty thousand, three hundred and seventy-nine and 40/100 (\$30,379.40) for the Task 3 – Field Surveys.

A Lump Sum Fee of: Two hundred and sixteen thousand, eight hundred and fifty and 00/100 (\$216,850.00) for the Task 4 – Quality Assurance Testing.

The above fees shall constitute the total not to exceed amount of One million, two hundred and sixty-two thousand, four hundred and twenty-one dollars, and 40/100 (**\$1,262,421.40**) 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 the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

7.2 For the OPTIONAL SERVICES – Not Applicable

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 one hundred thousand dollars and 00/100 (**\$100,000.00**) for all assignments performed.

7.4 Total agreement amount One million, three hundred and sixty-two thousand, four hundred and twenty-one dollars, and 40/100 (**\$1,362,421.40**).

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 Airport 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 subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S Director of Airport 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, subconsultant 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 five (5) 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 contractor 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 Consultant in performing under the terms of this Agreement, and it is not acting as an employee of COUNTY. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

By execution of this Agreement, the CONSULTANT certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

**SECTION 22
TERMINATION OF AGREEMENT**

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

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

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

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

SECTION 23 AGREEMENT TERM

This Agreement will become effective on the date of execution first written above and shall remain in effect for **five hundred (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.

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

Consultant 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 Consultant 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.

CONTRACTOR'S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

**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: AECOM Technical Services, Inc.

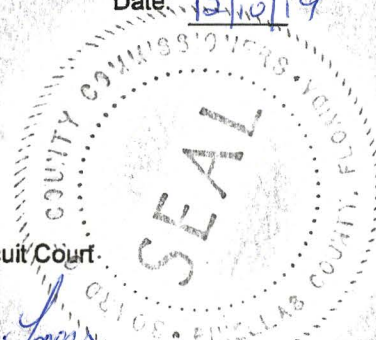
PINELLAS COUNTY, by and through its Board of County Commissioners

By: [Signature]
Print Name: Steven Henriquez, PE
Title: Vice President Date: 11/4/19

By: [Signature]
Name: Karen Seel Date: 12/12/19
Chairman

ATTEST:
Ken Burke, clerk of the Circuit Court.

By: [Signature]
Deputy Clerk Date: 12/10/19



APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney



**RUNWAY 18-36 REHABILITATION –
CONSTRUCTION MANAGEMENT SERVICES
AT
ST. PETE-CLEARWATER INTERNATIONAL
AIRPORT**

CONTRACT NO. 189-0431-NC(SS)

SCOPE OF WORK

Prepared By:
AECOM Technical Services, Inc.
7650 West Courtney Campbell Causeway
Tampa, FL 33607-1462

October 21, 2019

PROJECT ELEMENTS AND OBJECTIVES

The primary runway, (Runway 18-36), for the St. Pete-Clearwater International Airport, is 9,730' x 150' with 15' paved shoulders. The runway has paved blast pads of 150' and 395' for Runway 18, Runway 36, respectively. The existing pavement is bituminous asphalt and is exhibiting distresses such as longitudinal cracking, raveling, and weathering. The last pavement rehabilitation was completed in 2008-2009.

The goal of this project is to rehabilitate the pavement of Runway 18-36, widen the paved shoulders and replace the edge lights; replace the existing in-pavement lighting features (ie. Centerline lights, touch down zone lights, and associated infrastructure); and correct any features that are not meeting the current FAA standards for runway design.

The project has been designed and permitted. A construction contractor has been selected through the County bidding process. All funding grants are in place.

AECOM Technical Services, Inc. has been selected as the professional engineering firm to perform construction management services. A detailed work scope is included herein.

THE AECOM TEAM

Our project team consists of four firms; **AECOM Technical Services, Inc.** (AECOM); **AVCON, Inc.** (AVCON), a Florida Department of Management Services MBE; **ECHO UES, Inc.** (ECHO), a Florida Department of Transportation DBE/MBE and Pinellas County SBE; and **Cal-Tech Testing, Inc.** (Cal-Tech), a Florida Department of Transportation DBE/MBE. Our firms' respective roles on this project will include

AECOM – Project Management, Project Coordination Between County, Contractor and Engineer of Record, Construction Management and Document Control, Resident Project Representative (RPR) Inspection, Quality Assurance and Material Testing, Grant Support and Compliance Reports, and Project Close-out Documentation

AVCON – Technical Support and Field Representation

ECHO – Quality Assurance and Record Drawing Survey

Cal-Tech – Quality Assurance Materials Testing

1. SCOPE OF WORK

A. General

- Administer, monitor, and inspect the construction such that the project is constructed in reasonable conformity with the plans, specification, special provisions, and any other applicable requirements of the contract document.

- Observe the Contractor's work to determine the schedule progress and the quality of the work performed.
- Act as the County's Agent in coordinating all communications and coordination between the County and Contractor.
- Identify discrepancies and direct the Contractor to correct observed discrepancies.
- Inform County management of any significant discrepancies, omissions, substitutions, and deficiencies which are noted in the work of the Contractor, and the corrective actions or steps that the Contractor has been directed to perform.
- Schedule, coordinate and attend meetings with the County, the Contractor, the Designer, and regulatory agencies when necessary for consultation or conferences relating to the construction.
- Assist the County in coordination with state and local permitting agencies, FAA, FDOT, and other stakeholders.
- Assist the County in coordination with FAA required flight checks of temporary NAVAIDS.

B. Project Administration

- a. Create construction contract management files.
- b. Conduct a preconstruction meeting.
- c. Review Contractor's Quality Control Plans, Site Plans, Health and Safety Plans, submittal registers for Activity Hazard Analysis, and other plans and submittals required by the Construction Documents, with support from the Design Engineer of Record wherever applicable, and recommend acceptance or rejection to County management.
- d. Develop Construction Management / Quality Assurance Plan for County approval based on Contractor's inspection and testing reports for all inspections and test performed by the Contractor to ensure that results are in compliance with contract documents, permits, and sound engineering practice.
- e. Establish project meeting schedules and coordinate inspection requirements.
- f. Obtain and review the Contractor's submittal schedules.
- g. Participate in construction progress meetings with the Contractor and County on a weekly basis.
- h. Keep an updated construction schedule and inform County management of any milestones or coordination efforts needed to be undertaken by the County or its airlines or tenant businesses.
- i. Review construction schedule, record monthly updates and perform analysis to determine percent of work completed and if project is on schedule and on budget.
- j. Evaluate the construction schedule and, if necessary, provide recommendations for a "recovery schedule" proposed by the Contractor.
- k. Participate in ad hoc project related meetings; prepare briefs and reports as requested by the County.
- l. Keep and distribute project meeting minutes.
- m. Facilitate responses to clarification requests of Construction Documents or Requests for Information (RFI) received from the Contractor.

- n. Assist the airport's grant administrator in tracking costs to the available budget.
- o. Review as-built drawings for completeness and obvious errors based on readily available information and provide comments prior to acceptance of the as-builts.
- p. Review and recommend action to county management for any and all submittals received from the Contractor. Review shop drawings, product data, samples, and other submittal data for compliance with the Contract Documents. Request review and acceptance, or consultation, with the Design Engineer of Record when appropriate.
- q. Maintain copies of test reports for the project as required in the construction contract.
- r. Prepare field reports of site visits and inspections.
- s. Perform quarterly Davis Bacon interviews.
- t. Receive contractor's submittal log and monitor the response time from the engineer.
- u. Evaluate and approve Contractor's applications for payment against completed work and include receipt of partial release of lien and wage rates/certified payrolls in accordance with the contract.
- v. Review the Contractor's monthly payment requests, verify percent complete, ensure all back-up documentation is submitted and correct including, lien waivers, DBE participation, proper certified payrolls, required schedule updates and recommend action to county management.
- w. Review as-built/record drawings on a monthly basis as a prerequisite to the Contractor's payment application, and in conjunction with project close-out.
- x. Assemble and file for future reference complete project and cost records for both construction and professional services.
- y. Make recommendations, with support from the Design Engineer of Record, for any needed contract change orders and prepare written reports outlining need/justification. Assist in preparing written change orders.
- z. Review and negotiate requested change orders on behalf of the County. Provide opinion on cost and entitlement of all change orders and provide written justification to county management, including Consultant's recommendation for action.
- aa. Provide assistance to the County in resolving claims and disputes.
- bb. Assist County Grants and Contract Administrator in collection of all required grant closeout documents including Consultant's Certification of Construction, all certified test results, warranties, copies of approved payment requests, change-orders, certified payrolls, final release of lien and other required documentation.
- cc. Coordinate, obtain and review, project close-out documentation from the Contractor for submission to county management, including, but not limited to; change order summary, as-built drawings, Operations and Maintenance (O&M) manuals, warranties, certifications, test results, certified payrolls, final DBE participation and final Release of Lien.
- dd. Complete Contractor personnel interviews on a quarterly basis to track whether all employees are being paid appropriately for their category of work, in compliance with the bid documents.

C. Onsite Inspection

- a. Perform pre-construction inspection and take photographs of the project site in collaboration with the Contractor and PIE staff to document existing site conditions. All areas where the

Contractor is expected to impact the airport property including the: project work areas, haul roads, access gates, staging areas, and stockpile locations will be documented.

- b. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions of the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.
- c. Maintain detailed, accurate records of the Contractor's operations and of significant events that affect the work.
- d. Keep a project diary including weather conditions that affect the work and contract time as defined in the Construction Contract.
- e. Monitor and inspect Contractor's work zone plan, Project Safety and Phasing Plan, safety signage, MOT devices, construction barricades, construction walls and other barriers and methods needed to protect the traveling public, airport workers and aircraft operations as required by the Construction Contract. Make recommendations for improvements or requested changes.
- f. Coordinate weekly job meetings with PIE representative(s) and the Contractor's Job Superintendent to discuss work in progress, two-week look-ahead, potential airport impacts, coordination required, safety measures to be in place and other areas of interest or concern.
- g. Prepare punch list and distribute to the Contractor and county management and provide certification to county management when all punch list work is complete.
- h. Participate in the substantial completion inspection of the project. Verify all work is substantially complete and notify County management.
- i. Participate in the Final Inspection of the project. Verify all work complete and in conformance with the contract documents and notify county management.
- j. Participate in warranty inspection of the project within 12 months of completion.

D. Sampling and Testing

- Provide field testing services as required to properly monitor the project construction, ensure that testing and inspections are done in accordance with contractual requirements, engineering principals, and industry standards for the features of work in question.
- Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification.

E. Survey

- Perform periodic quality assurance survey to spot check intermediate and final grades for subgrade, base and asphalt surface, including lighting layouts.
- Complete Record Drawing survey required for temporary NAVAID certifications and temporary runway threshold location and elevations, as well as constructed final threshold locations and elevations.

F. Project Schedule

- This scope and fee is based on the Construction Duration outlined in the Contract Documents.

G. Project Assumptions

- Consultant shall not be responsible for the means, methods, techniques, sequences, procedures of construction or selection of materials selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. The Consultant shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions, or the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
- Consultant does not have the authority to prepare and/or issue NOTAMs and as a result, this task will be the responsibility of the County.
- Consultant will perform all services listed in this scope of services and it is expected that the County or others will perform all other project related services that are not listed.
- In the event that the County and the Consultant believe it to be in the best interests of the Project that additional construction engineering inspection services, or additional services beyond what is provided in this scope of work be provided by the Consultant, a separate Task Authorization, which specifies the proposed scope of services to be performed, will be prepared.

Exhibit B-1

Labor/Fee Estimate Summary - CONSULTANT (AECOM Technical Services, Inc.) - RW 16-36 Construction Management Services

Billing Rate: | \$ 253 | \$ 175 | \$ 137 | \$ 185 | \$ 130 | \$ 150 | \$ 75

Task Description	Labor Estimate (Hours)								Fee Estimate (\$)		
	Vice President / Project Manager	Sr. Construction Manager	Deputy Construction Manager	Senior Civil Engineer	Civil Engineer	Senior Inspector	Administrative / Clerical	Total	Labor	Expenses	Total
RW 16-36 Construction Management Services											
a PROJECT & CONSTRUCTION SERVICES (LUMP SUM + RET.)											
a Create Construction Management Plans	161	585	563	18	318	0	78	1,735	\$ 272,019	\$ 0	\$ 272,019
b Pre-Construction Meeting (Prepare for, Facilitate and Develop Meeting Minutes)	4	8	8	4	4			10	\$ 1,418		\$ 1,418
c Review Contractor's Quality Control Plans, Site Plans, Health and Safety Plans, submittal registers for Activity Hazard Analysis, and other plans and submittals	2	16	8				2	28	\$ 4,552		\$ 4,552
d Develop Construction Management/Quality Assurance Plan	2	16	8		4		2	32	\$ 5,072		\$ 5,072
e Establish project meeting schedules and coordinate inspection requirements	2	30	30		4		2	68	\$ 10,536		\$ 10,536
f Obtain and review the Contractor's submittal schedules	12	12	12	4				28	\$ 4,264		\$ 4,264
g Weekly Progress Meetings (63 Const. Meetings) (PM 1 Hr/Mtg, CM and DCM 2Hr/Mtg Ea)	63	126	126				32	347	\$ 57,851		\$ 57,851
h Keep an updated construction schedule and inform County management of any milestones or coordination efforts needed to be undertaken by the County or its airlines or tenant businesses	4	17	17					38	\$ 6,316		\$ 6,316
i and j Review construction schedule, record monthly updates and perform analysis to determine percent of work completed and if project is on schedule and on budget. Provide recommendations to Keep Project on Track.	4	8						62	\$ 9,482		\$ 9,482
k Participate in ad hoc project related meetings	7	14	14	10	4		4	43	\$ 6,959		\$ 6,959
l Keep (Develop) and distribute project meeting minutes	40	80	80					120	\$ 17,960		\$ 17,960
m Requests for Information (RFI)	20	100	50		24		4	198	\$ 32,830		\$ 32,830
n Assist the airport's grant administrator.	4	10	10		4			28	\$ 3,940		\$ 3,940
o Review as-builts	17	34	34					55	\$ 8,645		\$ 8,645
p Review and recommend action for submittals received from the Contractor	10	40	40		30			120	\$ 18,110		\$ 18,110
q Review/maintain copies of test reports	14	14	14		40		4	72	\$ 9,658		\$ 9,658
r Prepare field reports	8	16	16		8			52	\$ 8,356		\$ 8,356
s Perform quarterly Davis Bacon interviews							4	36	\$ 4,460		\$ 4,460
t Contractor's submittal log								4	\$ 458		\$ 458
u and v Evaluate and approve Contractor's applications for payment	4	17	26		32			55	\$ 8,589		\$ 8,589
w Review as-built/record drawings on a monthly basis								0	\$ -		\$ -
x Assemble and file complete project and cost records	2	8	6		32			50	\$ 6,838		\$ 6,838
y Make recommendations for Contract Change Orders. Review and negotiate requested change orders on behalf of the County	15	60	60	40			4	179	\$ 28,015		\$ 28,015
z Provide assistance to the County in resolving claims and disputes	8	24	8					24	\$ 4,520		\$ 4,520
aa Assist County Grants and Contract Administrator in collection of all required grant closeout documents								0	\$ -		\$ -
bb and cc dd Coordinate, obtain and review, project close-out documentation	2	4	8		8		4	28	\$ 3,642		\$ 3,642
ee Contractor Personal Interviews								0	\$ -		\$ -
ff GONSITE INSPECTION (NTE LABOR + EXPENSES)											
g Perform pre-construction inspection (Document Existing Conditions)	2	4	4					10	\$ 1,354		\$ 1,354
h, i and j Monitor the Contractor's on-site construction activities (PM 100 Hours, CM and DCM 260 Hours Ea.)	190	378	260	60	342	3,000		4,222	\$ 551,980		\$ 551,980
k Monitor and inspect Contractor's work zone plan, Project Safety and Phasing Plan, safety signage, MOT devices, construction barricades, construction walls and other barriers and methods								0	\$ -		\$ -
l Coordinate Ahead of Weekly Meetings		40	23					63	\$ 10,151		\$ 10,151
m Substantial completion inspection and prepare Punch List (each Phase)	10	20	20		4			56	\$ 9,440		\$ 9,440
n Final Inspection and prepare Punch List	4	8	8		4			28	\$ 4,176		\$ 4,176
o Warranty Inspection	4	4	4		2			16	\$ 2,200		\$ 2,200
Total Fee - AECOM Technical Services, Inc.	281	921	902	70	670	3,016	84	5,844	\$854,272	\$ 0	\$854,272

Subconsultant Fees Task 2.0

1 Total Subconsultant Fee - AVCON, Inc. (L5)	
Total Subconsultant Fee - AVCON, Inc. (T&M)	\$ 160,920.00
2 Total Subconsultant Fee - ECHO UES, Inc. (L5)	
Total Subconsultant Fee - ECHO UES, Inc. (T&M)	\$ 30,379.40
3 Total Subconsultant Fee - Cal-Tech Testing, Inc. (L5)	
Total Subconsultant Fee - Cal-Tech Testing, Inc. (T&M)	\$ 216,850.00
Total Fee - Subconsultants	\$ 408,149.40

Task 1.0 (Lump Sum) 272,019.00
Task 2.0 (Fee & Materials) 996,442.40
Expenses 6.00
Total 1,268,421.40

GRAND TOTAL FEE - BASIC ENGINEERING SERVICES \$ 1,262,421.40

Prepared by: AECOM Technical Services, Inc.

Assumptions

- AECOM RPR services for Phase 0 is anticipated to be 30 hours per week for 3 weeks.
- AECOM RPR Services for Phase 1 is anticipated to be one 12-hour work day with three personnel on site.
- AECOM RPR Services for Phase 2 is anticipated to be 6 days a week during the 63 day phase at 10 hours per day for one RPR and 10 for AVCON RPR.
- AECOM RPR Services for Phase 3 is anticipated to be four 12-hour work days with two RPRs on site.
- AECOM RPR Services for Phase 4 is anticipated to be 6 days a week for the 50 day phase at 10 hours per day with one full time RPR.
- AECOM RPR Services for Phase 5 is anticipated to be seven nights at 12 hours per night with one full time RPR.
- AECOM RPR Services for Phase 6 is anticipated to be 6 days a week during the 100 day phase at 10 hours per day for one RPR and 10 for AVCON RPR.
- AECOM RPR Services for Phase 7A is anticipated to be 12 hour days, 6 days a week, for the 28 day phase with one full time RPR.
- AECOM RPR Services for Phase 7B is anticipated to be 12 hour night time work hours, 6 days a week, for the 14 day phase with one full time RPR.
- AECOM RPR Services for Phase 7C is anticipated to be 12 hour night time work hours, 6 days a week, for the 14 day phase with one full time RPR.
- AECOM RPR Services for the 70 day calendar period between phases 7 and 8 is anticipated that the Contractor will be working approximately 35 days at 8 hours a day to finish up any lingering items prior to substantial completion.
- AECOM RPR Services for Phase 8 is anticipated to be 12 hour night time work hours for six days of the week during the 45 day phase with one full time RPR.
- AECOM RPR Services for Substantial Completion to Final Completion is anticipated to be two forty hour work weeks of full time RPR oversight.

RPR/Civil Engineer	AVCON
90	
36	
540	840
46	48
430	
84	
860	860
280	
144	144
280	
462	
80	
3342	1592

Exhibit B-1
Labor/Fee Estimate Summary - CONSULTANT (AVCON, Inc.) - RW 18-36 Construction Management Services

Billing Rate: \$ 240 \$ 135 \$ 145 \$ 100 \$ 75 \$ - \$ -

Task Description	Labor Estimate (Hours)							Fee Estimate (\$)				
	Principal / Senior Project Manager	Senior Airfield Lighting Specialist	Senior Airfield Engineer / Inspector	Airfield Inspector	Administrative/ Clerical			Total	Labor	Expenses	Total	
RW 18-36 Construction Management Services												
C INSPECTION SERVICES (NTE LABOR + EXPENSES)	Total	0	32	0	1,566	0	0	0	1,598	\$160,920	\$0	\$160,920
Pre-Construction Meeting					4				4	\$ 400		\$ 400
Monitor the Contractor's on-site construction activities					1,562				1,562	\$ 156,200		\$ 156,200
Airfield Lighting Specialist Vault Inspections (4 Days 8Hr/Day)			32						32	\$ 4,320		\$ 4,320
									0	\$ -		\$ -
									0	\$ -		\$ -
									0	\$ -		\$ -
Total Fee - AVCON, Inc.		0	32	0	1,566	0	0	0	1,598	\$160,920	\$0	\$160,920

Exhibit B-1
Labor/Fee Estimate Summary - CONSULTANT (ECHO UES, Inc.) - RW 18-36 Construction Management Services

Billing Rate: \$ - \$ 188.46 \$ 127.88 \$ 98.58 \$ 167.25 \$ 72.39

		Labor Estimate (Hours)						Fee Estimate (\$)				
Task Description			Senior Surveyor(PSM)	Surveyor(PSM)	CADD/Computer Technician	3 Person Survey Crew	Clerical	Total	Labor	Expenses	Total	
RW 18-36 Construction Management Services												
C	SURVEY SERVICES (NTE LABOR + EXPENSES)	Total	0	2	16	80	120	0	218	\$30,379.40	\$0.00	\$30,379.40
1.0	Provide QA Survey Support to Client with verify control data, survey NAVAIDs, check elevations of constructed work, support the development of the record drawing survey, and other items that come up during this project.(as needed estimated fifteen 8 hours days for 3 Person Survey Crew with Office Support)			2	16	80	120		218	\$30,379.40		\$30,379.40
								0	\$0.00		\$0.00	
								0	\$0.00		\$0.00	
								0	\$0.00		\$0.00	
								0	\$0.00		\$0.00	
								0	\$0.00		\$0.00	
			0	2	16	80	120	0	218			
Total Fee - ECHO UES, Inc.			\$0.00	\$376.92	\$2,046.08	\$7,886.40	\$20,070.00	\$0.00	\$30,379.40	\$0.00	\$30,379.40	
Total Fee - ECHO UES, Inc.												

Cal-Tech Testing, Inc.
 Cost Estimate to: **AECOM**

PIE Runway 18-36 Rehab 189-0431-NC(SS)
Base Bid
Pinellas County
Revised 10/2/19

Item	Description	Unit	Estimated Quantity	Unit Cost	Estimated Total
Laboratory Services					
SG (P-152)	Subgrade Proctor	EA	4	\$ 125.00	\$ 500.00
SG (P-152)	Subgrade Soil Class	EA	4	\$ 50.00	\$ 200.00
Base (P-211)	Mod. Proctor/LBR	EA	16	\$ 300.00	\$ 4,800.00
P-610 CNC	Concrete Cylinders (Compressive Strength)	SET	15	\$ 125.00	\$ 1,875.00
SG (P-152)	Earthwork Inspector (2 Days)	HR	16	\$ 80.00	\$ 1,280.00
Base (P-211)	Earthwork Inspector (8 Days)	HR	64	\$ 80.00	\$ 5,120.00
(P-401)	Asphalt Plant Quality Control (105 Days)	HR	1260	\$ 95.00	\$ 119,700.00
(P-401)	Asphalt Roadway Inspector (11 Days)	HR	132	\$ 80.00	\$ 10,560.00
Sub-Total					\$ 144,035.00
Engineering & Administration					
	Project Management	HR	30	\$ 135.00	\$ 4,050.00
	Professional Geotech Engineer	HR	38	\$ 120.00	\$ 4,560.00
	Clerical / Administration	HR	76	\$ 50.00	\$ 3,800.00
Sub-Total					\$ 12,410.00
Estimated Total					\$ 156,445.00

* NOTE: Estimate does not include carbonate, oxides for iron, atterberg, or organics for Limerock.
 These test should be performed by the QC for source approval prior to material use.

Cal-Tech Testing, Inc.
 Cost Estimate to: **AECOM**

PIE Runway 18-36 Rehab 189-0431-NC(SS)
Alt 1 Bid
Pinellas County
Revised 10/2/19

Item	Description	Unit	Estimated Quantity	Unit Cost	Estimated Total
Laboratory Services					
SG (P-152)	Subgrade Proctor	EA	6	\$ 125.00	\$ 750.00
SG (P-152)	Subgrade Soil Class	EA	6	\$ 50.00	\$ 300.00
Base (P-211)	Mod. Proctor/LBR	EA	6	\$ 300.00	\$ 1,800.00
P-610 CNC	Concrete Cylinders (Compressive Strength)	SET	15	\$ 125.00	\$ 1,875.00
SG (P-152)	Earthwork Inspector (32 Days)	HR	256	\$ 80.00	\$ 20,480.00
Base (P-211)	Earthwork Inspector (8 Days)	HR	64	\$ 80.00	\$ 5,120.00
(P-401)	Asphalt Plant Quality Control (20 Days)	HR	240	\$ 95.00	\$ 22,800.00
(P-401)	Asphalt Roadway Inspector (2 Days)	HR	24	\$ 80.00	\$ 1,920.00
Sub-Total					\$ 55,045.00
Engineering & Administration					
	Project Management	HR	6	\$ 135.00	\$ 810.00
	Professional Geotech Engineer	HR	20	\$ 120.00	\$ 2,400.00
	Clerical / Administration	HR	43	\$ 50.00	\$ 2,150.00
Sub-Total					\$ 5,360.00
Estimated Total					\$ 60,405.00

* NOTE: Estimate does not include carbonate, oxides for iron, atterberg, or organics for Limerock.
 These test should be performed by the QC for source approval prior to material use.



EXHIBIT B

AECOM TECHNICAL SERVICES, INC.

PINELLAS COUNTY
189-0431-NC (SS)
PROPOSED HOURLY RATES

Job Classification	Billable Rate (\$ / hour)
Vice President / Sr. Project Manager	\$253.00
Sr. Construction Manager	\$175.00
Deputy Construction Manager	\$137.00
Senior Civil Engineer	\$185.00
Civil Engineer	\$130.00
Senior Inspector	\$130.00
Administrative / Clerical	\$75.00



EXHIBIT B

SUBCONSULTANTS TO AECOM

**PINELLAS COUNTY
189-0431-NC (SS)
PROPOSED HOURLY RATES (2020)**

Job Classification	Billable Rate (\$ / hour)
Principal / Senior Project Manager	\$240.00
Senior Airfield Lighting Specialist	\$135.00
Senior Airfield Engineer / Inspector	\$145.00
Airfield Inspector	\$100.00
Administrative / Clerical	\$75.00

1. The proposed rates are fully-burdened.



Cal-Tech Testing, Inc.

- **Engineering**
- **Geotechnical**
- **Environmental**

P.O. Box 1625 • Lake City, FL 32057

Tel. (386) 755-3633 • Fax (386) 752-5456

7540 103rd Street, Suite 215, Jacksonville, FL 32210

LABORATORIES

Tel. (904) 381-8901 • Fax (904) 381-8902

EXHIBIT B

PINELLAS COUNTY

189-0431-NC (SS)

PROPOSED FEE SCHEDULE

SOILS (CMEC Accredited Lab)	
Moisture Density Relationship Test (Proctor) (AASHTO T99 & T180)	\$125.00
LBR Tests (FM 5-515)	\$300.00
GEOTECHNICAL LABORATORY (CMEC Accredited Lab)	
Moisture Content (ASTM D2216)	\$20.00
Fines Content (-200) (AASHTO T11)	\$35.00
Atterberg Limits (AASHTO T89 & T90)	\$70.00
Gradation Fine Aggregates (ASTM 6913)	\$40.00
Gradation Coarse Aggregates (AASHTO T27)	\$75.00
Organic Content (AASHTO T267)	\$50.00
pH of Soil in Water (FM 5-550)	\$40.00
Soil Classification (with Non-Plastic Material)	\$50.00
Other Tests Available Upon Request	
CONCRETE (CMEC Accredited Lab)	
Concrete Test Cylinders (4 cylinders per Set)	\$125.00
Concrete Beams (set)	\$125.00
ENGINEERING AND TECHNICIAN SERVICES	
Project Manager	\$135.00
Professional Geotechnical Engineer	\$120.00
Asphalt Roadway Inspector	\$80.00
Asphalt Plant Quality Control, Per Hour	\$95.00
Certified Concrete Technician, Level 1	\$80.00
Earthwork Inspector	\$80.00
Administration / Clerical	\$50.00



UTILITY ENGINEERING & SURVEY

16514 N. Dale Mabry Hwy.
Tampa, Florida 33618
888.778.ECHO

EXHIBIT B

ECHO UES, Inc.

PINELLAS COUNTY

189-0431-NC (SS)

PROPOSED HOURLY RATES

Job Classification	Billable Rate (\$ / hour)
Survey – 3-Person Crew	\$167.25
Sr. Surveyor (PSM)	\$188.46
Surveyor (PSM)	\$127.88
CADD/Computer Technician	\$98.58
Administrative / Clerical	\$72.39

EXHIBIT C
GRANT FUNDING CONDITIONS
BID NUMBER: 189-0431-NC (SS)
BID TITLE: Runway 18-36 Rehabilitation – Construction Management Services

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. In addition, Exhibit D and E shall be executed and returned with all submittals. Bidders may be deemed non-responsive for non-compliance and failure to submit Exhibit D and E.

1. **Drug Free Workplace Requirements (See Exhibit D):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE) (Exhibit E):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Prior to contract award, the contractor shall document efforts (see Exhibit E) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Please see information requested on Exhibit E

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act:** Contractors shall comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension (See Exhibit D) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **The bidder shall certify compliance as per Exhibit D.**
12. **Byrd Anti-Lobbying Amendment (See Exhibit E) (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **The bidder shall certify compliance as per Exhibit E**
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

ATTACHMENT C
CERTIFICATIONS REGARDING LOBBYING; DRUG FREE WORKPLACE AND
REQUIREMENTS DEBARMENT, SUSPENSION OTHER RESPONSIBILITY MATTERS and
UTILIZATION OF DISADVANTAGED FIRMS (M/WBE)
BID NUMBER: 189-0431-NC (SS)

BID TITLE: Runway 18-36 Rehabilitation – Construction Management Services

This solicitation requires execution of this form which affirms compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying, 10 CFR Part 607 "Government wide Requirements for Drug-Free Workplace (Grants) and 10 CFR Part 606 "Government Debarment and Suspension

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ADDITIONAL LOBBYING REPRESENTATION

Contractors which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The company is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986:

Yes No If, you checked "Yes" above, check the appropriate block:

The applicant represents that after December 31, 1995 it has has not Engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

2. DRUG FREE WORKPLACE CERTIFICATION

In accordance with the Drug-Free Workplace Act of 1988 (Pub.L.100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (Vendors OTHER THAN INDIVIDUALS)

A business certifies that it will or will continue to provide a drug-free workplace by:

As the person authorized to sign the statement, I certify that this firm complies fully with these requirements.

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;
or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

ALTERNATE II (Vendors who are Individuals)

- (1) The vendor certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

4. DBE GOOD FAITH EFFORTS

The bidder must submit documentation of its good faith efforts to assure that minority businesses, woman-owned business enterprises and labor surplus firms are used when possible.

Pinellas County may require that bidder provide additional substantiation of good faith efforts.

A. Date: 17/15/19 Firm and Contact Person: AVCON - Sandeep Singh Area of Expertise: General Engineering

Response: Agreed to join AECOM team

B. Date: 07/19/19 Firm and Contact Person: Hyatt Survey Services, Inc. - Russel Hyatt Area of Expertise: Survey Services

Response: Agreed to join AECOM team

C. Date: 07/31/19 Firm and Contact Person: Cal-Tech Testing, Inc. - Mike Stalvey Area of Expertise: Materials Testing

Response: Agreed to join AECOM team

D. Date: _____ Firm and Contact Person: _____ Area of Expertise: _____

Response: _____

SIGNATURE

As the duly authorized representative of the company, I hereby certify that the company will comply with the above certifications.

AECOM Technical Services, Inc.

Company Name:

Steven G. Henriquez, PE, Authorized Signatory

Printed Name and Title of Authorized Representative:



SIGNATURE

8/12/2019

DATE

The company may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

7650 West Courtney Campbell Causeway

Street Address

Tampa, Hillsborough County, FL 33607-1462

City, County, State, Zip

Check if there are workplaces on file that are not identified here.

15-356-1212

DUNS Number (Company Data Universal Numbering System regulated by Dun & Bradstreet)