

SECOND AMENDMENT

This Amendment made and entered into this 24 day of April, 2018 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and American Infrastructure Development, Inc., Tampa, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on March 15, 2016, pursuant to Pinellas County Contract No. 112-0413-CN (hereinafter "Agreement") pursuant to which the Contractor agreed to provide professional construction management engineering services associated with the terminal improvements phase 3 project at the St. Pete-Clearwater International Airport for the County; and

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

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

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

1. The term of the contract is hereby extended through October 26, 2019, and the not-to-exceed compensation amount increased by \$225,328.00.

2. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

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

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

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

Kenneth T. Wehl
Chairman

CONTRACTOR: American Infrastructure Development, Inc.

Sabina C. Mohammadi
Authorized Signature

Sabina C. Mohammadi
Printed Authorized Signature

ATTEST:
KEN BURKE

Christine J. Smitke
Deputy Clerk

President - CEO
Title Authorized Signature

APPROVED AS TO FORM

By: Burr BA
Office of the County Attorney

Exhibit "A"
St. Pete-Clearwater International Airport
FAA CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS

1. **GENERAL CIVIL RIGHTS PROVISIONS.** The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

2. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Exhibit "A"
St. Pete-Clearwater International Airport
FAA CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

Exhibit "A"
St. Pete-Clearwater International Airport
FAA CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



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

BASIC SERVICES

Construction Management - 34 Weeks (Lump Sum)

| | | | | | | | |
|--------------------|---|-------------|--|--|--|------------|-------------|
| 1 | Project Administration and Coordination | 20 | | | | 16 | 36 |
| 2 | Review of Project Documentation | | | | | | |
| 3 | Prepare Construction Management Plan | | | | | | |
| 4 | Pre-Construction Conference | | | | | | |
| 5 | Weekly Construction Meetings | 40 | | | | 16 | 56 |
| 6 | Site Visits and Inspections (One per Month) | | | | | | |
| 7 | Shop Drawing Coordination | | | | | | |
| 8 | Responses to and Coordinate Contractor RFI's | | | | | | |
| 9 | Contractor Applications for Payment | | | | | | |
| 10 | Review Record Drawings and Closeout Documents | | | | | | |
| Total Labor Hours: | | 60 | | | | 32 | 92 |
| Total Labor Costs: | | \$10,440.00 | | | | \$1,888.00 | \$12,328.00 |

SPECIAL SERVICES

RPR Services (Not-To-Exceed)

| | Weeks | Hours/Week | Hours | Rate | |
|-----------------------------------|-------|------------|-------|----------|--------------|
| 1 Primary RPR - Baseline Schedule | 35 | 50 | 1750 | \$116.00 | \$203,000.00 |
| 2 Secondary RPR | | | | \$155.00 | |

Subconsultant Services (Not-To-Exceed)

| | | | | | |
|-----------------------|--|--|--|--|-------------|
| 1 QA Testing (Tierra) | | | | | \$10,000.00 |
|-----------------------|--|--|--|--|-------------|

Expenses (Not-To-Exceed)

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

| | |
|-----------------------------------|---------------------|
| TOTAL FEES (NOT-TO-EXCEED) | \$225,328.00 |
|-----------------------------------|---------------------|