

***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: Airport Security System Improvements Project – Professional Engineering Services**

**RFP CONTRACT NO. 167-0339-NC (SS)**

**NON-CONTINUING FIRM: Avcon, Inc.**

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

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR  
Airport Security System Improvements Project – Professional Engineering Services**

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, Avcon, Inc. with offices in Orlando, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required for the design and construction of a security system for the St. Pete-Clearwater International Airport Terminal Building to include: access control, closed circuit TV, and video management system.

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

For the purposes of this Agreement the term PROJECT shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the PROJECT, and all PROJECT development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed PROJECT construction documents. The CONSULTANT shall provide the following professional services to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the PROJECT. The PROJECT design shall be based on the following data.

The St Pete-Clearwater International Airport is seeking professional services of an engineering consultant to design, and develop Contract Documents; provide bid award services; and provide construction administration for the upgrades to the security systems for the Airport.

All services under this Agreement shall comply with the FAA Required Contract Provisions identified in Exhibit A of this Agreement.

All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Pinellas County CADD Standards. Exhibit B, Scope of Services is attached.

#### a) Required Deliverables

- CADD files (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically, plus two (2) paper prints signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

### 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 Exhibit C.

### 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 preparation of a PROJECT design schedule, prepared in Microsoft Project 2013 or later, 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. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for 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 AutoCAD 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 three (3) 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 PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. 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 B – 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 (To be negotiated as Optional Services)

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. Three (3) 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) Structural calculations.
  - 3) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
  - 4) Calculations showing probable cost comparisons of various alternatives considered.
  - 5) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
  - 6) 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.

## **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. Reproducible 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 St. Pete-Clearwater International 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.

5.3 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 B shall constitute the Basic Services to be performed by the CONSULTANT under this Agreement.

### **6.2 OPTIONAL SERVICES**

Services noted in Exhibit B 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 Director of St. Pete-Clearwater International Airport, or designee.

### **6.3 CONTINGENCY SERVICES**

When authorized in writing by the COUNTY'S Director of Director of St. Pete-Clearwater International 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 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 C).

- B. Contamination Assessments/Hazardous Material Analysis (if required).
- D. Payment of Permit Fees (if required).

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, St. Pete-Clearwater International Airport, 14700 Terminal Blvd. Suite #221, Clearwater, Florida 33762

CONSULTANT 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 CONSULTANT 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 **thirty five thousand seven hundred eighty five and 50/100 (\$35,785.50)** for Task 1 – Assessment Report

A Lump Sum Fee of **forty one thousand two hundred forty one and 00/100 (\$41,241.00)** for Task 2 – Schematic Design (30% Plans)

A Lump Sum Fee of **forty five thousand two hundred twenty one and 00/100 (\$45,221.50)** for Task 3 – Design Development (60% Plans)

A Lump Sum Fee of **sixty four thousand two hundred twenty four and 50/100 (\$64,224.50)** for Task 4 – Construction Documents (100% Plans)

A Lump Sum Fee of **ten thousand four hundred eighty two and 00/100 (\$10,482.00)** for Task 5 – Bidding Phase Services

The above fees shall constitute the total not to exceed amount of one hundred ninety six thousand nine hundred fifty four and 50/100 (**\$196,954.50**) 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 OPTIONAL SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed **thirty thousand and 00/100 \$30,000.00** for all assignments performed.

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 **fifteen thousand and 00/100 (\$15,000.00)** for all assignments performed.

7.4 Total agreement amount of **two hundred forty one thousand nine hundred fifty four and 50/100 \$241,954.50**.

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 OPTIONAL services provided for under this Agreement shall be performed only upon prior written authorization from the Director of St. Pete-Clearwater International Airport or designee.

9.2 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of St. Pete-Clearwater International Airport or designee.

9.3 The ADDITIONAL services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.

9.4 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 St. Pete-Clearwater International 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, 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 Contractor 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 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**

This Agreement will become effective on the date of execution first written above and shall remain in effect for **four hundred fifty (450)** 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**

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.

**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](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

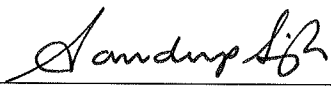
**SECTION 28  
GOVERNING LAW AND AGREEMENT EXECUTION**


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: Avcon, Inc.

PINELLAS COUNTY, by and through its  
County Administrator

By:   
Print Name: Sandeep Singh, P.E.  
Title: President Date: 12/18/17

By:   
~~Mark~~ Mark S. Woodard Date: 1/1/18  
County Administrator

APPROVED AS TO FORM

By:   
Office of the County Attorney

**Exhibit "A"**  
**FAA Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors**  
**(Professional Agreement)**

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**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor / Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor / Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Contractor / Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor / Consultant*] fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**BUY AMERICAN PREFERENCE**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**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 benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**Exhibit "A"**  
**FAA Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors**  
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**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.
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

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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;
- 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);

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- 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).

**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

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**COPELAND "ANTI-KICKBACK" ACT**

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

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**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

**ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

**EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



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(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**PROHIBITION OF SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

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**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/epawaste/consERVE/tools/cpg/products/](http://www.epa.gov/epawaste/consERVE/tools/cpg/products/).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

**SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

**Exhibit "A"**  
**FAA Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors**  
**(Professional Agreement)**

---

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and

**Exhibit "A"**  
**FAA Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors**  
**(Professional Agreement)**

---

remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



**AVCON, INC.**  
**Engineers & Planners**

5555 E. Michigan St., Suite 200  
Orlando, Florida 32822  
Phone: (407) 599-1122  
Fax: (407) 599-1133  
[www.avconinc.com](http://www.avconinc.com)

November 29, 2017

Mr. Scott Yarley, P.E.  
Airport Engineer  
**St. Pete – Clearwater International Airport**  
14700 Terminal Blvd.  
Clearwater, FL 33762

**Reference: Professional Engineering Services Proposal  
Airport Security System Improvements Project  
St. Pete-Clearwater International Airport (PIE)**

Dear Scott:

**AVCON, INC. (AVCON)** is pleased to submit our revised proposal to provide professional engineering services associated with the Airport Security System Improvements project for the St. Pete-Clearwater International Airport (PIE). Our scope of services will include field reviews and assessment of the current security systems and the necessary design services for the implementation of agreed upon security system improvements at PIE.

### **PROJECT UNDERSTANDING**

We understand the project scope includes an assessment of the current airport's security system and issuance of a report to be used as a roadmap that addresses the necessary design improvements such as upgrades to existing outdated technologies in use throughout the airport. The increase in passenger traffic, terminal expansion, and the overall growth of the Airport dictates a need to expand and update the security system. The scope will include the preparation of an assessment report and the required Contract Documents necessary for the implementation of an upgraded security system at the St. Pete-Clearwater International Airport (PIE). The project is expected to be funded by a grant from the Federal Aviation Administration (FAA). All Contract Documents shall be designed to meet FAA standards and requirements for Airport Security Systems. It is our understanding that the Project has a construction budget of \$ 2.25 Million.

### **SUMMARY OF SERVICES**

AVCON's professional design services for the project will include technical services as necessary to design/specify the following systems (in descending order of priority):

- Access Control System (ACS) Replacement
- Closed Circuit Television (CCTV) / Video Management System (VMS)
- Security Badging System
- Computer-based Security Training System

Scott Yarley, P.E.  
St. Pete – Clearwater International Airport  
Airport Security System Improvements Project  
November 15, 2017  
Page 2 of 6



- 
- Security/ID Pass Office Design
  - Perimeter Security Fencing (w/ 2' of buried fabric) with new Gate Operators. It is estimated some 1000' of fencing and up to 3 Gate Operators shall be installed.

The higher priority items will be included in a base bid and up to three additive alternates may be considered to optimize available funding utilization. Project elements shall be designed with the goal to maximize funding with FAA eligible items.

1. Assessment Report Phase – Perform an assessment and issue report of the existing security systems that provides an analysis of alternatives and recommendations for replacement. Based on the kick-off meeting on September 6, 2017 at PIE, the following security systems have been identified by PIE and shall be considered:
  - Study of the existing Security System including Access Control (ACS) for replacement
    - The existing ACS is Johnson Controls P2000 and is nearing the end of its service life. Review the current ACS design for current and proposed portal locations and provide an assessment based on current standards.
    - Provide recommendations for phased ACS upgrades including head-end upgrades, controller replacements and door/portal ACS equipment upgrades.
    - Provide as part of the report the initial ACS network requirements for an IP based system for Owner review including bandwidth, port counts and power (POE) considerations for separate Security LAN or VLAN.
    - Coordination of Architectural (Div. 08) / Door Hardware for the potential portal upgrades.
    - Coordination of Life Safety / Egress for impacts to Egress and Evacuation plans. It is assumed that the current Life Safety/Egress Routes are acceptable.
  - Study of the existing Closed Circuit Television (CCTV), and Video Management System (VMS)
    - Review the current CCTV (Loronix) design for proposed camera locations and the VMS (Milestone) to provide an assessment for applicability based on current standards.
    - Provide recommendations for phased CCTV / VMS System upgrades including a hybrid solution of head-end upgrades and encoding of existing cameras or a full system upgrade / migration to a digital IP format.
    - Provide as part of the report the initial VMS/ CCTV network requirements for an IP based system for Owner review including bandwidth, port counts and power (POE) considerations.
    - Provide an impact report for the IDF (telecom rooms) for replacement door controller / intelligent field panels (IFPs) for physical space, electrical and cooling requirements.



- Review existing Security Control room floor plan to incorporate a more efficient control room design incorporating wall mounted monitors for viewing CCTV and Access Control feeds based on the PIE requirements for users in the space.
- Review, with PIE IT Department, existing, and planned, network infrastructure, copper, fiber and wireless, with an assessment of capacity to accommodate future growth.
- Review of the existing Badging system and development of system criteria for a new system to accommodate current and future growth and expansion capability.
- Evaluation of Computer-based Security Training Systems and recommendation of appropriate system criteria suitable for PIE now and in the future.
- High level budgetary cost information for proposed security solutions.
- High Level scheduling, and constructability considerations for proposed security solutions.
- For the following item development of sketches and budgetary estimates shall be performed: Perimeter Security Fencing (w/2' of buried fabric)
- On-Site Coordination and Field Survey Meetings
  - Kick-off Meeting – held in conjunction with Field Survey activities
  - Field Survey – Four people maximum of two days
  - Final Report Presentation

## 2. Schematic Design Phase (30% Submittal)

Based on the results of the Assessment Report and subsequent roadmap, and after review with **AVCON** and PIE staff, a determination for the level of priority for design and implementation of the recommendations will be made that considers the budget and estimated costs to implement the recommended modifications. This will occur in collaboration with PIE staff and **AVCON**. Once agreed upon, our scope will include:

- Design of design drawings incorporating selected alternatives after review and approval by PIE and other necessary agencies.
  - Access Control System Upgrades including Access Badging System
  - VMS/CCTV System Upgrades
  - Security/ID Pass Office Design
  - Perimeter Security Fencing
- The upgrades of the existing systems will include the following
  - Design of systems as outlined above; basis of design will be latest state of the market systems.
  - Design of associated structured cabling network requirements for the proposed security system upgrades.
  - Coordination with the IT and Telecom Teams for any telecom room (IDF) upgrades required to support the security system upgrades
  - Coordination with the IT and Telecom Teams for any network upgrades required to support the security system upgrades
  - Coordination of Architectural and Door Hardware



- Schematic Design Level Drawings (30%)
  - General Notes / Symbols Legend
  - Security Design Matrix
  - System Block / Riser Diagrams
  - Floor Plans
  - Preliminary Device Details
  - Proposed Control Room Floorplan Updates
- Preliminary Technical Specifications (List and Outline)
  - Division 27 & 28 Technical Specifications to support the Security System Upgrades
  - Other Technical Specifications for Ancillary work (Walkways etc.)
- Probable Construction Costs
- **On-Site Coordination and Meetings**
  - Design Coordination Meetings – two meetings
  - Design Review Meeting – one meeting

### 3. Design Development Phase (60% Submittal)

Based on the results of the reviews with PIE the project documentation shall be further advanced:

- Design of advanced design drawings incorporating selected alternatives after review and approval by PIE and other necessary agencies.
- The upgrades of the existing systems will include the following
  - Design of systems as outlined above; basis of design will be latest state of the market systems.
  - Design of associated structured cabling network requirements for the proposed security system upgrades.
  - Coordination with the IT and Telecom Teams for any telecom room (IDF) upgrades required to support the security system upgrades
  - Coordination with the IT and Telecom Teams for any network upgrades required to support the security system upgrades
  - Review of Architectural and Door Hardware
- Detailed Design Level Drawings (60%)
  - General Notes / Symbols Legend
  - Security Design Matrix
  - System Block / Riser Diagrams
  - Floor Plans
  - Preliminary Device Details
  - Proposed Control Room Floorplan Updates
- Technical Specifications
  - Division 27 & 28 and other Technical Specifications to support the Security System Upgrades
- Probable Construction Costs
- **On-Site Coordination and Meetings**



Scott Yarley, P.E.  
St. Pete – Clearwater International Airport  
Airport Security System Improvements Project  
November 15, 2017  
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- 
- Design Coordination Meetings – two meetings
  - Design Review Meeting – one meeting
4. Construction Documents Phase (100% Submittal)
- Provide Final Bid and Construction Documents including design drawings, and associated details sufficient for bidding and construction based on the Security Systems outlined above.
  - Construction Design Level Drawings (100%)
    - General Notes / Symbols Legend
    - Security Design Matrix
    - System Block / Riser Diagrams
    - Floor Plans
    - Device Details
    - Control Room Floorplan Updates
  - Final Technical Specifications
    - Division 27 & 28 and other Technical Specifications to support the Security System Upgrades
  - Probable Construction Costs
  - On-Site Coordination and Meetings
    - Design Coordination Meetings – one meeting
    - Construction Design Review Meeting – one meeting

#### **DELIVERABLES**

- Assessment Report Phase
  - Draft Assessment Report
  - Final Assessment Report
- Design Phases:
  - 30%, 60%, 100%, and Bid Set submittals
  - Technical Specifications (Division 27 and 28), other as required
  - Design narrative, as required
  - Details, schedules, block diagrams (as required)
  - Cost Opinion (30%, 60%, 100%, and Bid Set)

#### **ASSUMPTIONS**

1. Floor Plan & Background drawings in AutoCAD will be provided to AVCON for our use.
2. 2D AutoCAD will be utilized for this project; Revit/BIM is not required.
3. AVCON will coordinate front-end specifications with PIE.
4. Drawings of the existing system (block diagram, camera locations, other information) will be provided to AVCON, if available.

**ADDITIONAL SERVICES** – The following services are not included in AVCON scope of work for the project unless otherwise indicated:

Scott Yarley, P.E.  
St. Pete – Clearwater International Airport  
Airport Security System Improvements Project  
November 15, 2017  
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1. Review and permit fees
2. Additional Systems not specifically included in this scope of services.

**PRELIMINARY SCHEDULE (Duration)**

Assessment Phase:	6 weeks		
Owner Review	1 week		
Preliminary Design Phase (30%)	4 Weeks	Owner Review	1 week
Design Development Phase (60%):	4 weeks	Owner Review	1 week
Construction Document Phase (100%):	2 weeks		
Finalize Bidding Documents	1 week		

Note: It is a project goal to have Bid documents available in March 2018 to enable Bid Opening by May/June 2018 and ensure a timely FAA Grant application.

**FEES**

AVCON, Inc. proposes to provide the above noted services for a fee of \$196,954.50. The fee spreadsheet and manhour breakdown is attached to this proposal for your review.

We appreciate the opportunity to provide this proposal and look forward to working with you toward the successful completion of the project.

Sincerely,

**AVCON, Inc.**

Zemp Pepper, P.E.  
MEP Design Manager

c: Sandeep Singh, P.E.

EXHIBIT "B"

EXHIBIT "C" - DESIGNER'S COMPENSATION  
 AIRPORT SECURITY SYSTEM IMPROVEMENTS PROJECT  
 TABLE A - 1

SUMMARY  
 OF  
 FEES AND EXPENSES



ENGINEERING AND BIDDING PHASE SERVICES  
 29-Nov-17

Airport Security Improvements Project FIRM	PROJECT FEES	
	Manhours	Cost
<b>AVCON</b>		
Fee	1482	\$161,965.00
Sub-Total AVCON		\$161,965.00
<b>SECURITY - Ross &amp; Baruzzini</b>		
Fee		\$34,989.50
Sub-Total ROSS & BARUZZINI		\$34,989.50
<b>Total Fee Amount:</b>	1482	\$196,954.50
<b>Total Fee Amount :</b>		<b>\$196,954.50</b>

# EXHIBIT "B"

AVCON, INC.

ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT  
AIRPORT SECURITY SYSTEM IMPROVEMENTS PROJECT

EXHIBIT "C" -- DESIGNER'S COMPENSATION

TABLE A - 2  
BREAKDOWN OF  
FEE



AVCON	Position:	Principal		Project Manager		Senior Engineer		Project Engineer		CAD Technician		Clerical		Total			
		Rate (\$/Hour)	199 \$/HR	156 \$/HR	121 \$/HR	98 \$/HR	90 \$/HR	60 \$/HR	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Avg. Hourly Rate
<b>ASSESSMENT REPORT</b>																	
ACS		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	-
CCTV		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	-
VMS		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	-
Computer-Based Security Training System		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	-
Perimeter Security Fencing & Gate Operators (1000' or less and 3 Gates)		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	-
ID Pass Office Design		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	-
QA/QC		4	\$ 796.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 796.00	199.00	199.00
Sub-Total Assessment Report		4	\$ 796.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 796.00	199.00	199.00
<b>SCHEMATIC DESIGN 30%</b>																	
Project Initiation/Coordination; includes scoping, prelim. Costing		0	\$ -	16	\$ 2,496.00	0	\$ -	24	\$ 2,352.00	0	\$ -	0	\$ -	40	\$ 4,848.00	121.20	121.20
Records review/CADD files and Kick-off/Pre-design Mtg		4	\$ 796.00	16	\$ 2,496.00	8	\$ 968.00	24	\$ 2,352.00	96	\$ 8,640.00	0	\$ -	148	\$ 15,252.00	103.05	103.05
Subconsultant Management and Preliminary Investigations		4	\$ 796.00	24	\$ 3,744.00	0	\$ -	12	\$ 1,176.00	8	\$ 720.00	8	\$ 480.00	56	\$ 6,916.00	123.50	123.50
Prepare Preliminary Estimate		0	\$ -	8	\$ 1,248.00	8	\$ 968.00	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,216.00	138.50	138.50
Prepare Preliminary Specifications; (Table of Contents only)		1	\$ 199.00	8	\$ 1,248.00	0	\$ -	0	\$ -	0	\$ -	8	\$ 480.00	17	\$ 1,927.00	113.35	113.35
Prepare Preliminary Engineer's Report		6	\$ 1,194.00	4	\$ 624.00	8	\$ 968.00	20	\$ 1,960.00	0	\$ -	9	\$ 540.00	47	\$ 5,286.00	112.47	112.47
Quality Control/ Assurance Reviews		4	\$ 796.00	0	\$ -	8	\$ 968.00	0	\$ -	0	\$ -	0	\$ -	12	\$ 1,764.00	147.00	147.00
Conduct 30% Review with PIE		2	\$ 398.00	8	\$ 1,248.00	2	\$ 242.00	8	\$ 784.00	0	\$ -	6	\$ 360.00	26	\$ 3,032.00	116.62	116.62
Sub-Total Schematic Design 30%		21	\$ 4,179.00	84	\$ 13,104.00	34	\$ 4,114.00	88	\$ 8,624.00	104	\$ 9,360.00	31	\$ 1,860.00	362	\$ 41,241.00	113.93	113.93
<b>DESIGN DEVELOPMENT 60%</b>																	
<b>Construction Documents</b>																	
Prepare Detailed Plans		1	\$ 199.00	19.75	\$ 3,081.00	5	\$ 605.00	44	\$ 4,312.00	103	\$ 9,292.50	0	\$ -	173	\$ 17,489.50	101.10	101.10
Identify Deviations from FAA/FDOT Design Standards		0	\$ -	8	\$ 1,592.00	0	\$ -	2	\$ 398.00	0	\$ -	0	\$ -	10	\$ 1,990.00	199.00	199.00
Prepare Final Project Manual		0	\$ -	12	\$ 1,872.00	8	\$ 968.00	24	\$ 2,352.00	0	\$ -	40	\$ 2,400.00	84	\$ 7,592.00	90.38	90.38
Update/Reconcile Opinion of Probable Const. Cost		0	\$ -	12	\$ 1,872.00	8	\$ 968.00	0	\$ -	0	\$ -	0	\$ -	20	\$ 2,840.00	142.00	142.00
Prepare Final Engineer's Report		0	\$ -	12	\$ 1,872.00	0	\$ -	24	\$ 2,352.00	0	\$ -	0	\$ -	36	\$ 4,224.00	117.33	117.33
Quality Control/ Assurance Reviews		4	\$ 796.00	0	\$ -	5	\$ 605.00	0	\$ -	0	\$ -	0	\$ -	9	\$ 1,401.00	155.67	155.67
60% Submittal and Plan Review Meeting		6	\$ 1,194.00	12	\$ 1,872.00	6	\$ 726.00	4	\$ 392.00	0	\$ -	0	\$ -	28	\$ 4,184.00	149.43	149.43
60% Comment Reconciliation & Finalize 60% CDs		3	\$ 597.00	16	\$ 2,496.00	0	\$ -	16	\$ 1,568.00	8	\$ 720.00	2	\$ 120.00	45	\$ 5,501.00	122.24	122.24
Sub-Total Design Development 60%		14	\$ 2,786.00	91.75	\$ 14,657.00	32	\$ 3,872.00	114	\$ 11,374.00	111	\$ 10,012.50	42	\$ 2,520.00	405	\$ 45,221.50	111.66	111.66
<b>FINAL DESIGN 100%</b>																	
<b>Construction Documents</b>																	
Prepare Detailed Plans		3	\$ 597.00	59.25	\$ 9,243.00	15	\$ 1,815.00	132	\$ 12,936.00	310	\$ 27,877.50	0	\$ -	519	\$ 52,468.50	101.10	101.10
Identify Deviations from FAA/FDOT Design Standards		0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	-	-
Prepare Final Project Manual		4	\$ 796.00	4	\$ 624.00	0	\$ -	16	\$ 1,568.00	0	\$ -	24	\$ 1,440.00	48	\$ 4,428.00	92.25	92.25
Update/Reconcile Opinion of Probable Const. Cost		0	\$ -	4	\$ 624.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 624.00	156.00	156.00
Prepare Final Engineer's Report		0	\$ -	2	\$ 312.00	0	\$ -	4	\$ 392.00	0	\$ -	0	\$ -	6	\$ 704.00	117.33	117.33
Quality Control/ Assurance Reviews		8	\$ 1,592.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,592.00	199.00	199.00
90%-100% Submittal and Plan Review Meeting		4	\$ 796.00	4	\$ 624.00	0	\$ -	8	\$ 784.00	0	\$ -	0	\$ -	16	\$ 2,204.00	137.75	137.75
90%-100% Comment Reconciliation & Finalize 100% CDs		4	\$ 796.00	4	\$ 624.00	0	\$ -	8	\$ 784.00	0	\$ -	0	\$ -	16	\$ 2,204.00	137.75	137.75
Sub-Total Final Design 100%		23	\$ 4,577.00	77.25	\$ 12,051.00	15	\$ 1,815.00	168	\$ 16,464.00	310	\$ 27,877.50	24	\$ 1,440.00	617	\$ 64,224.50	104.09	104.09
<b>BIDDING &amp; AWARD</b>																	
<b>Bidding &amp; Award</b>																	
Prepare and Distribute Bid Documents		0	\$ -	4	\$ 624.00	0	\$ -	12	\$ 1,176.00	0	\$ -	8	\$ 480.00	24	\$ 2,280.00	95.00	95.00
Prepare and Conduct Pre-Bid Meeting/Bid Opening		0	\$ -	8	\$ 1,248.00	8	\$ 968.00	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,216.00	138.50	138.50
Respond to Bidder's Inquiries		4	\$ 796.00	8	\$ 1,248.00	0	\$ -	12	\$ 1,176.00	0	\$ -	12	\$ 720.00	36	\$ 3,940.00	109.44	109.44
Bid Evaluation and Recommendation of Award		2	\$ 398.00	4	\$ 624.00	0	\$ -	8	\$ 784.00	0	\$ -	4	\$ 240.00	18	\$ 2,046.00	113.67	113.67
Sub-Total Bidding & Award		6	\$ 1,194.00	24	\$ 3,744.00	8	\$ 968.00	32	\$ 3,136.00	0	\$ -	24	\$ 1,440.00	94	\$ 10,482.00	111.51	111.51
<b>Total LABOR Cost</b>		<b>68</b>	<b>\$ 13,532.00</b>	<b>277</b>	<b>\$ 43,556.00</b>	<b>89</b>	<b>\$ 10,769.00</b>	<b>402</b>	<b>\$ 39,598.00</b>	<b>525</b>	<b>\$ 47,250.00</b>	<b>121</b>	<b>\$ 7,260.00</b>	<b>1482</b>	<b>\$ 161,965.00</b>	<b>109.29</b>	<b>109.29</b>

**TOTAL LABOR COST** \$161,965.00

Assessment Report	\$796.00
Preliminary Design (30%)	\$41,241.00
Schematic Design (60%)	\$45,221.50
Final Design & Construction Documents (90%, 100%)	\$64,224.50
Bidding & Award	\$10,482.00
<b>Total Cost</b>	<b>\$161,965.00</b>

# EXHIBIT "B"

AVCON, INC.

## EXHIBIT "C" -- DESIGNER'S COMPENSATION

ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT  
AIRPORT SECURITY SYSTEM IMPROVEMENTS PROJECT

TABLE A - 2  
BREAKDOWN OF  
FEE - DRAWING DEVELOPMENT (continued)

AVCON	Position:	Salary Rate (\$/hour)	Principal			Project Manager			Senior Engineer			Project Engineer			CAD Technician			Clerical		Total		
			199 \$/HR	156 \$/HR	121 \$/HR	98 \$/HR	90 \$/HR	60 \$/HR	Manhours	Cost	Avg. Hourly Rate	Manhours	Cost	Avg. Hourly Rate	Manhours	Cost	Avg. Hourly Rate	Manhours	Cost	Avg. Hourly Rate		
	<b>DRAWINGS</b>																					
	Cover Sheet	1	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -
	Bid Schedule, Summary of Quantities, Index of Drawings	1	0 \$ -	1 \$ 156.00	0 \$ -	2 \$ 196.00	8 \$ 720.00	0 \$ -	11 \$ 1,072.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -
	Project Layout and Staging Plan	1	0 \$ -	1 \$ 156.00	0 \$ -	2 \$ 196.00	8 \$ 720.00	0 \$ -	11 \$ 1,072.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -
	General Notes Sheet	1	0 \$ -	2 \$ 312.00	0 \$ -	4 \$ 392.00	8 \$ 720.00	0 \$ -	14 \$ 1,424.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -
	Special Construction Notes	1	0 \$ -	4 \$ 624.00	0 \$ -	6 \$ 588.00	8 \$ 720.00	0 \$ -	18 \$ 1,932.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -
	<b>CCTV Plans</b>																					
	CCTV Notes and Symbol Legend	1	0 \$ -	2 \$ 312.00	0 \$ -	4 \$ 392.00	12 \$ 1,080.00	0 \$ -	18 \$ 1,784.00	12 \$ 1,080.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -
	CCTV Existing Overall Plans	5	0 \$ -	4 \$ 624.00	0 \$ -	8 \$ 784.00	16 \$ 1,440.00	0 \$ -	28 \$ 2,848.00	16 \$ 1,440.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	CCTV Existing and Demo Plans	5	0 \$ -	4 \$ 624.00	0 \$ -	8 \$ 784.00	24 \$ 2,160.00	0 \$ -	36 \$ 3,568.00	24 \$ 2,160.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	CCTV Proposed Overall and Enlarged Plans	10	0 \$ -	4 \$ 624.00	0 \$ -	8 \$ 784.00	24 \$ 2,160.00	0 \$ -	36 \$ 3,568.00	24 \$ 2,160.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	CCTV Details	2	0 \$ -	4 \$ 624.00	0 \$ -	8 \$ 784.00	12 \$ 1,080.00	0 \$ -	24 \$ 2,488.00	12 \$ 1,080.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	<b>Access Control System (ACS)</b>																					
	ACS Notes & Symbol Legend	1	0 \$ -	2 \$ 312.00	0 \$ -	4 \$ 392.00	8 \$ 720.00	0 \$ -	14 \$ 1,424.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	ACS Existing Overall Plans	5	0 \$ -	5 \$ 780.00	0 \$ -	10 \$ 980.00	20 \$ 1,800.00	0 \$ -	35 \$ 3,560.00	20 \$ 1,800.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	ACS Existing & Demo Plans	5	0 \$ -	5 \$ 780.00	0 \$ -	10 \$ 980.00	20 \$ 1,800.00	0 \$ -	35 \$ 3,560.00	20 \$ 1,800.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	ACS Proposed Overall and Enlarged Plans	10	0 \$ -	5 \$ 780.00	0 \$ -	10 \$ 980.00	20 \$ 1,800.00	0 \$ -	35 \$ 3,560.00	20 \$ 1,800.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	ACS&CCTV Control Room (5 sheets)	5	0 \$ -	5 \$ 780.00	0 \$ -	10 \$ 980.00	20 \$ 1,800.00	0 \$ -	35 \$ 3,560.00	20 \$ 1,800.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	ACS Details	5	0 \$ -	5 \$ 780.00	0 \$ -	10 \$ 980.00	20 \$ 1,800.00	0 \$ -	35 \$ 3,560.00	20 \$ 1,800.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	<b>Technology/Data/Network Plans</b>																					
	Technology Plans	20	4 \$ 796.00	10 \$ 1,560.00	20 \$ 2,420.00	40 \$ 3,920.00	80 \$ 7,200.00	0 \$ -	154 \$ 15,896.00	80 \$ 7,200.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	<b>Security/ID Pass Office Design</b>																					
	Floor Plan and Details	1	0 \$ -	2 \$ 312.00	0 \$ -	4 \$ 392.00	8 \$ 720.00	0 \$ -	14 \$ 1,424.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	Mechanical Specifications	1	0 \$ -	2 \$ 312.00	0 \$ -	4 \$ 392.00	8 \$ 720.00	0 \$ -	14 \$ 1,424.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	Mechanical Plan	1	0 \$ -	2 \$ 312.00	0 \$ -	4 \$ 392.00	8 \$ 720.00	0 \$ -	14 \$ 1,424.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	Electrical Symbol Legend & Notes	1	0 \$ -	1 \$ 156.00	0 \$ -	2 \$ 196.00	8 \$ 720.00	0 \$ -	11 \$ 1,072.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	Lighting & Power Plan	1	0 \$ -	1 \$ 156.00	0 \$ -	2 \$ 196.00	8 \$ 720.00	0 \$ -	11 \$ 1,072.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	Comm/Data/Firealarm Plan	1	0 \$ -	1 \$ 156.00	0 \$ -	2 \$ 196.00	8 \$ 720.00	0 \$ -	11 \$ 1,072.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	Panel Schedules	1	0 \$ -	1 \$ 156.00	0 \$ -	2 \$ 196.00	8 \$ 720.00	0 \$ -	11 \$ 1,072.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	Ceiling Plan and Section	1	0 \$ -	1 \$ 156.00	0 \$ -	2 \$ 196.00	8 \$ 720.00	0 \$ -	11 \$ 1,072.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	<b>Perimeter Security Fencing and New Gate Operators</b>																					
	Overall Fencing Plan	2	0 \$ -	1 \$ 156.00	0 \$ -	2 \$ 196.00	8 \$ 720.00	0 \$ -	11 \$ 1,072.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	New Fencing Plan	2	0 \$ -	1 \$ 156.00	0 \$ -	2 \$ 196.00	8 \$ 720.00	0 \$ -	11 \$ 1,072.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	Fencing Details	2	0 \$ -	1 \$ 156.00	0 \$ -	2 \$ 196.00	8 \$ 720.00	0 \$ -	11 \$ 1,072.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	Gate Operator Details	2	0 \$ -	1 \$ 156.00	0 \$ -	2 \$ 196.00	8 \$ 720.00	0 \$ -	11 \$ 1,072.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	Misc. Details	2	0 \$ -	1 \$ 156.00	0 \$ -	2 \$ 196.00	8 \$ 720.00	0 \$ -	11 \$ 1,072.00	8 \$ 720.00	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	
	<b>Total Sheets</b>	<b>97</b>	<b>4 \$ 796.00</b>	<b>79 \$ 12,324.00</b>	<b>20 \$ 2,420.00</b>	<b>176 \$ 17,248.00</b>	<b>413 \$ 37,170.00</b>	<b>0 \$ 0</b>	<b>692 \$ 69,958.00</b>	<b>413 \$ 37,170.00</b>	<b>0 \$ 0</b>	<b>0 \$ 0</b>	<b>0 \$ 0</b>	<b>0 \$ 0</b>	<b>0 \$ 0</b>	<b>0 \$ 0</b>	<b>0 \$ 0</b>	<b>0 \$ 0</b>	<b>0 \$ 0</b>	<b>0 \$ 0</b>	<b>0 \$ 0</b>	

# EXHIBIT "B"

ROSS & BARUZZINI

ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT  
AIRPORT SECURITY SYSTEM IMPROVEMENTS PROJECT

EXHIBIT "C" -- DESIGNER'S COMPENSATION

**TABLE A - 2  
BREAKDOWN OF  
FEE**

R&B	Position:	Principal		Sr. Project Manager		Design Consultant		Engineer		Principal		Project Coordinator		Total		
		Rate (\$/Hour):	208.25 \$/HR	175 \$/HR	139.4 \$/HR	125 \$/HR	208.25 \$/HR	60 \$/HR	Manhours	Cost	Manhours	Cost	Manhours	Cost	Avg. Hourly Rate	
<b>ASSESSMENT REPORT</b>																
Kick Off Meeting		8	\$ 1,666.00	16	\$ 2,800.00	12	\$ 1,672.80	12	\$ 1,500.00	0	\$ -	0	\$ -	48	\$ 7,638.80	159.14
Field Surveys		0	\$ -	8	\$ 1,400.00	20	\$ 2,788.00	16	\$ 2,000.00	0	\$ -	0	\$ -	44	\$ 6,188.00	140.64
Draft Report		0	\$ -	8	\$ 1,400.00	24	\$ 3,345.60	56	\$ 7,000.00	4	\$ 833.00	8	\$ 480.00	100	\$ 13,058.60	130.59
Draft Report Review		4	\$ 833.00	6	\$ 1,050.00	6	\$ 836.40	4	\$ 500.00	0	\$ -	0	\$ -	20	\$ 3,219.40	160.97
Final Report		2	\$ 416.50	8	\$ 1,400.00	8	\$ 1,115.20	8	\$ 1,000.00	4	\$ 833.00	2	\$ 120.00	32	\$ 4,884.70	152.65
	Sub-total	14	\$ 2,915.50	46	\$ 8,050.00	70	\$ 9,758.00	96	\$ 12,000.00	8	\$ 1,666.00	10	\$ 600.00	244	\$ 34,989.50	143.40
<b>Total LABOR Cost</b>		14	\$ 2,915.50	46	\$ 8,050.00	70	\$ 9,758.00	96	\$ 12,000.00	8	\$ 1,666.00	10	\$ 600.00	244	\$ 34,989.50	143.40

<b>TOTAL LABOR COST</b>	<b>\$34,989.50</b>
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**EXHIBIT "C"**

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**AVCON, INC.**

**ST. PETE-CLEARWATER INTERNATIONAL AIRPORT**

**AIRPORT SECURITY SYSTEM IMPROVEMENTS**

**SCHEDULE OF RATE VALUES**

<b><u>Position Description</u></b>	<b><u>Proposed Contract Billing Rate</u></b>
Principal	\$199.00/hr
Project Manager	\$156.00/hr
Senior Engineer	\$121.00/hr
Project Engineer	\$98.00/hr
CADD Technician	\$90.00/hr
Clerical	\$60.00/hr

**EXHIBIT "C"**

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**Ross & Baruzzini**

<b>HOURLY RATES</b>	
<b>Pinellas County</b>	
<b>Contract No. 167-0339-NC (SS)</b>	
<b>Classification</b>	<b>Rates</b>
Project Principal	\$208.25/hr
Senior Project Manager	\$175.00/hr
Design Consultant	\$139.40/hr
Engineer	\$125.00/hr
Project Coordinator	\$60.00/hr



**SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**

## 1. INSURANCE:

- a) If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Consultant shall email certificate that is compliant with the insurance requirements to [InsuranceCerts@Pinellascounty.org](mailto:InsuranceCerts@Pinellascounty.org). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that Consultant include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Consultant to the County at least thirty (30) days prior to the expiration date.
  - (1) Consultant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
  - (2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

**SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**

- g) If subcontracting is allowed under this RFP, the Prime Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Consultant and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Consultant to the same extent Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Consultant to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Consultant is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.

**SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**

- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Consultant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Consultant, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Consultant to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Consultant and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) <u>Workers' Compensation Insurance</u> Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability, Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
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- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Consultant may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

## Limits

Each Occurrence or Claim	\$1,000,000
General Aggregate	\$1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Property Insurance Consultant will be responsible for all damage to its own property, equipment and/or materials.