

# PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES NON-CONTINUING SERVICES AGREEMENT

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**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR TAXIWAY  
REHABILITATION PHASE 2**

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 **CONSTRUCTION MANAGEMENT SERVICES** associated with the construction of Taxiway Rehabilitation Phase 2 project at the St. Pete –Clearwater International Airport Pinellas County, Florida, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide CONSTRUCTION MANAGEMENT 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**

CONSULTANT shall provide construction management services, as stated herein and in Attachment 1 which is incorporated herein by reference, on behalf of the AIRPORT, throughout the duration of construction. The CONSULTANT shall provide the services as shown in Attachment 1.

### **2.2 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 respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

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

### **3.1 SEE ATTACHMENT 1 – SCOPE OF SERVICES.**

### **3.2 PROVISIONS RELATED TO ALL PHASES**

- 3.2.1 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.
- 3.2.2 The CONSULTANT will coordinate work designed by various disciplines.

**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. Reproducibles 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 The CONSULTANT shall make presentations to the COUNTY'S Airport Director or designee as often as reasonably requested and at any point in the construction of the PROJECT should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the COUNTY'S best interest.
- 5.2 The CONSULTANT shall participate in construction progress meeting, or other meetings as requires, with COUNTY staff personnel. The meetings will be scheduled by the COUNTY at a location provided by the COUNTY.
- 5.3 The CONSULTANT shall attend, as technical advisor to the COUNTY all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the PROJECT, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the COUNTY, shall either plead the COUNTY'S case or provide engineering and technical assistance to the COUNTY in its pleading of the case.
- 5.4 The CONSULTANT shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the COUNTY and appropriate COUNTY staff shall attend.

**SECTION 6  
PAYMENT GUIDELINES AND CATEGORY OF SERVICES**

**6.1 BASIC SERVICES**

The services described and provided for under Sections 2, 3 and Attachment 1 shall constitute the Basic Services to be performed by the CONSULTANT under this Agreement.

**6.2 CONTINGENCY SERVICES**

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

### 6.3 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.

### 6.4 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 (Attachment 2).

- A. Soil Analysis/Geotechnical Investigations.
- B. Contamination Assessments/Hazardous Material Analysis (if required).
- C. Aerial Photography (if required).
- D. Payment of Permit Fees (if required).
- E. Payment of the Public Information Meeting Advertisements, if required.
- F. Payment of the Court Reporter for public meetings, if required.
- G. Printing and Binding Services.

Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice.

All progress reports shall be mailed to the attention of the Airport Engineer, 14700 Terminal Blvd., Suite 221, Clearwater, FL 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 SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with

Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

Fees for contingent or additional services authorized shall be invoiced separately, and shall be due and payable in full upon the presentation of satisfactory evidence that the corresponding services have been performed.

## **SECTION 7 COMPENSATION TO THE CONSULTANT**

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 6.1, the COUNTY agrees to pay the CONSULTANT as follows:

The compensation for Construction Management Services shall not to exceed the amount of four hundred thirty three thousand two hundred fourteen dollars **(\$433,214.00)** for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of that area will be reimbursed in accordance with Section 112.061 F.S.

7.2 For 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 **(\$30,000.00)** for all assignments performed.

7.3 Total agreement amount **(\$463,214.00)**.

7.4 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.

7.5 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 The CONSULTANT shall not be held responsible for delays in the completion of the PROJECT when the COUNTY causes such delays.

## **SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES**

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Airport Director.

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

9.3 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

## **SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES**

The COUNTY reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. Any subconsultant not listed as part of the prime consultants team at time of award must be approved by the Director of Purchasing prior to performing any service.

## **SECTION 11 SATISFACTORY PERFORMANCE**

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subcontractors, shall be performed to the reasonable satisfaction of the COUNTY'S Airport Director or designee.

## **SECTION 12 RESOLUTION OF DISAGREEMENTS**

12.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

12.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

## **SECTION 13 CONSULTANT'S ACCOUNTING RECORDS**

13.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

13.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

13.3 For the purpose of such audits, inspections, examinations and evaluations, the COUNTY'S agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until three (3) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

13.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

## **SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the CONSULTANT under this Agreement shall be delivered to and become the property of the COUNTY. The CONSULTANT, at its own expense, may retain copies for its files and internal use. The COUNTY shall not reuse any design plans or specifications to construct another project at the same or a different location without the CONSULTANT'S specific written verification, adaptation or approval.

## **SECTION 15 INSURANCE COVERAGE AND INDEMNIFICATION**

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

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 the 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 six hundred (600) consecutive calendar days from the commencement date on the Notice to Proceed unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first 600 calendar day term. However, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

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

### **SECTION 24 CONFLICT OF INTEREST**

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

### **SECTION 25 ENTIRE AGREEMENT**

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

### **SECTION 26 PUBLIC ENTITY CRIMES**

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

## **SECTION 27 PUBLIC RECORDS**

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

**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, 6th Floor, Clearwater, FL 33756.**


**SECTION 28**  
**GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name: AVCON, Inc.

PINELLAS COUNTY, by and through its  
Board of County Commissioners

By:   
Print Name: Sandeep Singh  
Title: President Date: 7-19-16

By: \_\_\_\_\_  
Name Date: \_\_\_\_\_  
Chairman

ATTEST:

Ken Burke, clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk Date: \_\_\_\_\_

(CORPORATE SEAL)

APPROVED AS TO FORM

By:   
Office of the County Attorney



## ATTACHMENT 1

### SCOPE OF SERVICES CONSTRUCTION MANAGEMENT SERVICES TAXIWAY REHABILITATION PHASE 2 ST. PETE-CLEARWATER INTERNATIONAL AIRPORT CLEARWATER, FLORIDA

May 23, 2016

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#### I. PROJECT DESCRIPTION

For this scope of services, the following acronyms are used: PIE – St. Pete-Clearwater International Airport (Owner); FAA – Federal Aviation Administration; FDOT – Florida Department of Transportation, AVCON – AVCON, INC. (Construction Manager, Resident Project Representative (RPR)).

The PROJECT scope can be generally described as construction management services for the Taxiway Rehabilitation Phase 2 project at PIE. This scope includes providing RPR and quality assurance construction materials testing services as well as general project administration and coordination. This project shall include the following areas of work on the airfield:

- |   |                  |
|---|------------------|
| 1. Taxiway "A" South of Runway 4-22, Taxiways "F" and "M" | Base Bid         |
| 2. Taxiway "B" & Taxiway "T"                              | Additive Bid # 1 |
| 3. Taxiways "M", "J", "K" & "U"                           | Additive Bid # 2 |

The total contract duration has been established as 360 Calendar days. The duration has been developed as follows:

Mobilization	45 Days
Phase 1	75 Days
Phase 2	75 Days
Phase 2	60 Days
Phase 4	90 Days
Phase 5	15 Days

The Owner has directed AVCON to provide coverage for the 360 day duration of the project plus an additional 30 days for project startup and closeout.

#### A. Project Administration and Coordination

1. Perform general coordination with Airport on a weekly basis to include the following:
  - a) Project Status  
Review the project status as it relates to the progress of construction, impact on operations and airfield safety in the project area.
  - b) Schedule  
Review the Contractor's proposed construction schedule in accordance with the contract documents. Review each of the Contractor's periodic Progress Schedules and ensure that each schedule accurately reflects the actual status and progress of the Work. If the Contractor has not achieved the progress anticipated by the approved schedule, make recommendations to the Owner of action considered necessary to ensure timely

completion of the Work, and issue a written request to the Contractor for their plan to meet the approved schedule.

- c) Budget
- d) Site Conditions (airport safety, traffic control, general conditions of work area)
- e) Construction Phasing
- f) Airport Operations

2. Prepare a Construction Management Plan as required by the FAA for review by PIE and subsequent submittal to the FAA. The plan shall contain the following:

- a) Quality Assurance Testing Requirements
- b) Contractors Quality Control Plan
- c) Submittals
- d) Testing Lab Certifications
- e) Contractors Personnel
- f) Consultants Personnel
- g) Responsibilities of each organization

#### **B. Review of Project Documentation**

1. Review the plans and specifications for the Project and other related projects and advise the Owner of possible errors, omissions and conflicts. The RPR shall have no responsibility for the design of modifications or corrections to the plans and specifications. However, the RPR is responsible for investigating and proposing possible solutions to the Owner when errors, omissions and conflicts are discovered. The RPR shall work with the Design team to review and comment on schedule, safety, construction phasing etc.
2. Establish and maintain orderly project files, for all Project related information, including all correspondence, reports, Requests for Information (RFIs), Requests for Clarifications (RFCs), Requests for Change Orders, photographic records of the progress and quality of the work, shop drawings and other submissions, contract documents including all addenda and change orders, Daily Reports from all Inspectors and all other project-related documents.

#### **C. Conduct Pre-Construction Conference**

1. The RPR will conduct a Pre-Construction conference prior to the Contractor being issued a Notice-to-Proceed (NTP). The RPR will assist PIE in scheduling and preparing for the meeting. The Project scope shall be explained at the conference in accordance with FAA AC 150/5300-9. The RPR will notify the County, the FAA, FDOT, the Design Team, and affected Airport Tenants and will invite them to the conference. The Airport shall also reiterate operational and safety requirements to the Contractor. The RPR shall prepare the minutes for the meeting.

#### **D. Submittal Reviews and Requests for Information**

1. The RPR shall collect, review, log and distribute Contractor's submittals to the Design team. The RPR shall establish and maintain an accurate submittal log for all the submittals required by the contract documents. The log shall, as a minimum requirement, document the date that each submittal is received from the Contractor, the date that each submittal is transmitted to the Design team by the RPR, the date that the Design team responds to each submittal to the RPR, the date that the RPR returns each reviewed submittal to the Contractor and the status of the returned

submittal. The RPR is responsible for transmitting the submittals to the Design team and for expediting the Design team's review and return of the reviewed submittals to the RPR. In addition to and concurrent with the Design team's review of the Contractor's submittals, the RPR is also responsible for thoroughly reviewing each submittal to ensure both compliance with the contract documents and compatibility with actual conditions on the project site. In the event that there is disagreement between the RPR and the Design team over the acceptability of a submittal, the RPR shall first consult with the Design team and attempt to resolve the disagreement. If agreement is not achieved, the RPR shall refer the issue to the Owner for direction. The RPR is responsible for ensuring that all the submittals required for each specific area of Work have been submitted and approved (or approved as noted) prior to the Contractor performing the Work covered or affected by the submittal.

2. The RPR shall process, track and respond to all Requests for Information (RFIs) submitted by the Contractor. If necessary, forward only those RFIs which the RPR cannot answer directly to the Design team, and expedite a timely response from the Design team. Ensure that appropriate responses are provided to the Contractor on a timely basis for all RFIs, with copies of all RFI responses provided to the Design team. In the event that the RPR does not agree with the Design team's proposed response to a RFI or RFC, and if subsequent direct discussion between the RPR and the Design team fail to resolve the disagreement, the RPR shall present to the Owner a description of the issue, the position of the Design team and Contractor, and the RPR's recommendation to resolve the issue.

#### **E. Contractor Pay Applications**

1. Prior to approval of each Application for Payment, the RPR shall review the Contractor's submittals of the updated Progress Schedule. At this time the RPR shall also ensure that a complete set of as-built documents is being maintained by the Contractor on site, including all plans, specifications, ASIs, RFIs, change orders, shop drawings and other contract documents, and that these as-built documents have been updated to accurately reflect the Work which has already been completed.
2. Prior to the end of each pay period, the RPR shall review the Contractor's Application for Payment with the Contractor. The RPR is responsible for certification that the Application for Payment correctly reflects the actual progress of the Work and for unit price contracts, certification that the quantity of Work completed on the Application for Payment reasonably corresponds to the actual Work completed. The RPR shall assist the Contractor and Owner with evaluation and determination of the Work being 50% complete and the Contractor's request for retainage reduction to 5%. Expedite processing of the Applications for Payment, including securing the timely signature of the Contractor, and when required, the Design team. Submit the RPR approved Application for Payment to the Owner for processing and payment.

#### **F. Change Orders**

1. Prepare Requests for Clarifications (RFCs) to the Design team when clarification or interpretation of the plans and specifications is determined by the RPR to be necessary. Expedite a timely response from the Design team for all RFCs.
2. Review all Contractor requests for Contract Modifications in the Work, including adjustments to the Contract Sum. Provide copies immediately to the Owner and Design team for review and coordinate the recommendations prior to responding to the Contractor in writing in a reasonably

prompt manner. At the Airport's request, implement the Airport's procedures for the preparation and processing of change orders by obtaining proposals from the Contractor, reviewing the proposals against independent cost estimates prepared by the RPR for the modification; negotiation, if necessary, and preparation of the change order agenda for approval by the Owner. The RPR will ensure timely processing of the CO through the Airport's procedures and signature process within 30 calendar days after the Airport's approval; unless a time extension is given by the Owner.

**G. Site Visits and Meetings**

1. Plan, schedule and conduct site meetings, job coordination meetings, conferences, special meetings and presentations as required to resolve such matters as procedures, progress, problems and scheduling. Take minutes of each for distribution to the Contractor, Design team, Owner and all meeting participants.
2. The RPR shall prepare periodic written reports to Airport advising of any deviation from Contract documents.
3. The RPR shall conduct weekly progress meetings and prepare meeting minutes.

**H. Resident Project Representation**

1. The Services to be performed by the RPR require the RPR, the Design team and the Contractor to work together harmoniously. The RPR shall act as the primary liaison between the Airport and the Contractor. The RPR, the Design team and the Contractor shall respond fully and promptly to each other's requests for information and advice, and each shall give due consideration to the advice and suggestions of the other. The RPR, Design team and Contractor shall cooperate with one another in all matters. If the RPR, Design team or Contractor disagree on any matter, the RPR shall promptly refer the matter to the Owner for resolution.
2. The RPR is required to coordinate with other OARs, contractors and Design teams working on adjacent and/or concurrent projects to resolve issues related to the Work. The RPR is also required to coordinate among the various departments of the Owner, the Airport's tenants, the airlines and all other organizations which may be affected by the Work. The RPR is responsible for anticipating when this coordination is required and the parties that are affected, and for notification of the Owner that the coordination is required. When requested by the Owner, the RPR shall proceed with initiating the coordination, including all follow-up necessary to ensure successful resolution of the issues.
3. If the Owner has included the requirements for a Dispute Review Board (DRB) in the contract documents, the RPR shall coordinate directly with the DRB and the Contractor to schedule DRB meetings and site visits, including the preparation and distribution of minutes of DRB meetings to the Owner, Contractor and DRB. In the event that a DRB hearing is requested by either the Owner or the Contractor, the RPR shall prepare, or assist the Owner as necessary to review and update, the information required to be submitted to the DRB in advance of the hearing, including a detailed description of the dispute and the Airport's position regarding resolution of the dispute. The RPR shall present the Airport's position during the DRB hearing unless otherwise directed by the Owner.



4. The RPR shall coordinate with the Contractor, Design team and Owner in the preliminary inspection process to determine if the Contractor has met the requirements for Partial Occupancy and Use Agreements (POUAs) (if applicable), Substantial Completion and Final Completion prior to setting the date for the actual inspections. Once the inspection has been completed, prepare the appropriate certification for signatures. Prepare final, consolidated punch lists, including those items on the Design team's and the Contractor's punch lists, and expedite completion of the punch list Work by the Contractor.
5. Prior to Substantial Completion, review and, when in accordance with the contract documents, approve the final red-lined, as-built drawings submitted by the Contractor, and transmit these approved drawings to the Design team for production of the Record Documents. Review and approve the Record Documents prepared by the Design team, including conformance to the Airport's CADD standards. Turn the approved Record Documents over to the Owner.
6. Prior to Substantial Completion, review, including requesting and expediting the Design team's review when required, and, when in accordance with the contract documents, approve the Operations and Maintenance manuals, warranties and all other data required by the contract documents from the Contractor as a condition of Substantial Completion.
7. Review the safety program developed and implemented by the Contractor and periodically checks the adherence of the Contractor to this program. The RPR shall immediately notify the Owner of the failure of the Contractor to adhere to this program. In the event that the RPR observes unsafe conditions that endanger personnel, the RPR is authorized to order immediate correction of the unsafe condition by the Contractor and, if necessary, to assist the Owner with the issuance of a Stop Work order until the condition has been corrected.
8. Take such action as required, including issuing a rejection of Work, to prevent installation of Work, material or equipment which has not been properly approved or which otherwise fails to conform with contract documents and inform the Owner promptly of such action and the reasons for and outcome of such action. This action shall include immediate verbal notification of the Contractor that the Work is non-conforming followed as soon as possible thereafter by written confirmation by issuing a Job Memorandum (JM). All such incidents shall be thoroughly recorded in the Inspector's daily reports, including photographs and/or videos of the non-conforming Work. The RPR will assist the Owner with the issuance of a Stop Work order until the non-conforming Work has been corrected.
9. The RPR and each Inspector shall maintain a daily job diary or log book describing all Work accomplished each day, using standard forms. The reports must be complete, accurate and legible, and must, as a minimum, include the following information for both the Contractor and each subcontractor working in the area under inspection: a description of the specific Work activities being performed with reference to the specific activity numbers and/or activity descriptions in the Contractor's schedule for the Work and reference to the appropriate plans and specifications that show the contract requirements for the Work; the specific locations of the Work by activity; the number of personnel by trade and position and the number of hours worked by each; the type, size and quantity of equipment and the number of hours each item of equipment was in use; the major equipment and material incorporated in the Work, including observations of its condition prior to and after installation; a complete description of any delays experienced by the Contractor including an explanation of the cause of the delay; a list of material and equipment deliveries, including a description of the condition of each; a full description any corrective work or rework which may be underway; a description of observed inefficiencies and/or labor difficulties; a description of weather conditions and impacts, if applicable; a list of all visitors to the site,

including visiting officials, agencies, inspectors and jurisdictions; a description of daily activities, decisions, observations which may be relevant to the Work; specific observations of any difficulties, issues, poor practices or any other condition which could affect the quality of the Work and the cost to construct it; a complete description of safety issues, including any unsafe conditions, procedures or accidents; and photographic records of the progress and quality of the Work, and of all conflicts and issues related to the Work.

10. Review the Contractor's proposed key personnel and organization chart prior to commencement of Work, and ensure compliance with the requirements of the Contract Documents.
11. Review the Contractor's proposed access and staging plans and ensure compliance with the requirements of the contract documents. Coordinate the Contractor's plans with the current requirements of the Owner to ensure the least interference with the functions of the Airport's operating facilities, the airlines, the FAA, the TSA, tenants, other airport users and other construction contracts.
12. Review the Contractor's subcontractors and material suppliers list, and ensure compliance with the requirements of the Contract Documents. Investigate and object if a reasonable basis exists with any person or entity, notify the Contractor and Owner in writing. Assist the Owner with the Contractor's replacement of the person or entity.
13. Maintain detailed cost accounting records in accordance with the contract documents and the Airport's accounting procedures for all Work performed by the Contractor on force account (time and materials, unit cost, or similar basis).
14. Prepare, unless otherwise requested by the Owner, all required correspondence and reports, including correspondence with the Design team, Contractor and other entities relating to the Work.
15. Review, and negotiate as necessary, the Contractor's Schedule of Values to reach a mutually acceptable form prior to the first Application for Payment.
16. Keep accurate and detailed written records, updated monthly, of the progress of the Work during all stages of planning and construction, including, but not limited to, a description of the quality and progress achieved by the Contractor over the preceding month; a summary of pertinent issues, including those raised in the Inspectors' Daily Reports; the percentage of completion of the Work by both elapsed time and by actual Work completed; the number and amount of change orders approved and pending approval; an overall cost report for the construction contract which includes the current approved contract amounts, the amount spent to date and the estimated cost to complete the contract; a schedule analysis indicating whether the Work is on schedule, and if not, the RPR's best estimate of the actual completion time and date; photographic records of the progress and quality of the Work; and a list all unresolved issues, including the current status of each issue, and the action recommended to resolve it.
17. Update the Airport's monthly reports, which as a minimum shall include a brief narrative description of the Work completed by the Contractor over the preceding month, a statement of whether or not the Work is proceeding on schedule, and if not, the RPR's estimated of the estimated actual contract time and completion date. When requested by the Owner, prepare additional monthly reports that may be required (TSA and FAA reports, for example).
18. The RPR shall perform Davis Bacon wage rate interviews and document the information for FAA reporting purposes.

19. The RPR shall prepare Quarterly FAA construction progress reports.
20. Each Inspector shall keep accurate records of the progress of the Work to support the Contractor's periodic Applications for Payment. For unit price contracts, the Inspectors must maintain measurement of all pay item quantities, including those quantities completed each day. For lump sum contracts, the Inspector shall estimate the percent complete for each line item of Work as broken out in the Schedule of Values.
21. The Inspector must be familiar with the Contractor's schedule for the Work, and must perform all duties in a manner that will promote the timely progress of the Work. All inspection and testing shall be performed expeditiously and failures shall be reported immediately to the Contractor and followed up in writing. Inspections of each phase of the Work, starting with initial layout is required.
22. All materials and permanent equipment arriving on the project site must be inspected prior to incorporation into the Work to ensure that it meets the requirements of the contract documents. Both the Contractor and the Owner shall be advised immediately of all materials and equipment that are discovered to be damaged or not in accordance with the contract documents.
23. Ensure that all necessary permit inspections required are satisfactorily performed.
24. The RPR shall confer with the Contractor, Design team, governmental building inspection agencies, environmental regulatory agencies and all other permitting authorities with jurisdiction over the Work to identify all permits that are required to complete the Work. Assist in the coordination of Contractor's obligation to obtain and comply with all required permits, licenses and certificates. Ensure that all required permits have been obtained by the Contractor and that these approved permits are displayed on site prior to start of any Work covered by such permits. Ensure that the Permit Documents and Plans are kept at the site and properly stored. Determine the inspection frequency, standards and procedures that will be applicable for each permit, and ensure that the Contractor has successfully completed all of these requirements. At the completion of the project, coordinate with the Contractor and the Design team to ensure that all permits have been successfully closed by the authority having jurisdiction over each permit.
25. In the event that the interpretation of the meaning and intent of the plans and specifications becomes necessary during construction, the RPR shall, on behalf of the Owner, consult with the Design team, ascertain the Design team's interpretation and report to the Owner the Design team's interpretation, the Contractor's interpretation and that of the RPR. Such report shall be in sufficient detail so that the Owner may make a final determination on the issue.
26. In the event any claim is made or any action brought in any way relating to the Work, the RPR shall diligently render to the Owner all assistance which the Owner may require, such as assist the Owner in reviewing, evaluation and documentation of claims. If the RPR considers these services to require additional fee or other compensation, then written notice of the anticipated additional fees must be submitted to the Owner within five (5) working days of the Airport's request for assistance.

27. Determine the need for and recommend to the Owner the institution of default procedures against Contractor including the RPR's recommended remedies for completing the Work. Determine the assessment of actual or liquidated damages in accordance with the contract documents. If necessary, assist the Owner in selecting an alternate Contractor to perform defaulted Work or requiring sureties to assure completion of the Work, and assist in determining back charges or other costs to be assessed against the contractor/surety.
28. Communicate, schedule and coordinate all service, shut down or disruption to public services, and existing systems interruptions.
29. Communicate, schedule and coordinate all welding, cutting, burning, soldering, or any hot work.
30. Perform such other services directly or indirectly related to the Work as may from time to time be reasonably requested by the Owner.

## **I. Quality Assurance Testing**

### **1. Inspection and Testing**

The RPR shall perform technical inspection, including all required acceptance inspection, verifying that the materials furnished and Work performed are in accordance with the plans and specifications and all other contract documents.

Each inspector is required to have available at the location of the Work a complete, up to date copy of the contract documents, plans, specifications, permits and approved submittals for the Work being inspected, including change orders, ASIs and RFIs. The inspector must have thoroughly reviewed the requirements of these documents prior to the Contractor's start of Work in the area under inspection, and must understand both the requirements of the contract documents and the Contractor's plans for constructing the Work. The Inspector must also have determined all inspection and testing required by the contract documents for the Work being inspected, and must be prepared to perform these tests and inspections on a timely basis. The Inspector must be capable of immediately recognizing if the Work being constructed conforms to the contract requirements.

## **II. ADDITIONAL SERVICES**

When required by the Airport, AVCON shall furnish or obtain from others, as circumstances may require, additional services of the types listed. These services are not included as part of the scope and AVCON shall advise the Airport promptly prior to starting any such Additional Services which will be paid for in accordance with the Task Order or Supplement thereto.

- A. Services in connection with work directive changes and change orders requested by the Airport not covered within the current scope.
- B. Additional or extended services during construction made necessary by (1) work damaged by unforeseen cause during construction (2) acceleration of the progress schedule involving services beyond normal working hours, and (3) default by any contractor.
- C. Evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the work.



- D. Services resulting from the contractor's failure to complete his work in the number of days allowed in the contract between the Airport and the selected contractor.
- E. Record Drawings, and ALP Updates.

**END OF ATTACHMENT 1**



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

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**Rev. May 23, 2016**  
~~May 11, 2016~~

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

Reference: **Proposed Scope of Services and Fee Proposal**  
**Construction Management Services**  
**Taxiway Rehabilitation Phase 2**  
**St. Pete-Clearwater International Airport**  
**Clearwater, Florida**

Dear Mr. Yarley:

Pursuant to your request, **AVCON, INC.** is pleased to provide our scope and fee proposal for Construction Management Services associated with the above-referenced project at St. Pete-Clearwater International Airport. We have prepared the enclosed documentation to assist in your evaluation of the proposal.

**AVCON, INC.** will provide all the management and support services (inspections, testing and survey checking) associated with the execution of the Project and serve as the liaison between the Airport and the Contractor. As listed on Attachment 2, our proposed fee for this project is **\$433,214** inclusive of construction materials testing, verification surveying, and project closeout.

It is our understanding the total construction budget is close to Eight Million Dollars.

We have enclosed the following supporting documents:

- Attachment 1 – Scope of Services
- Attachment 2 – Fee/Manhour Worksheet

We are ready to initiate the project once project funding is in place and a Contractor has been awarded the Project. The construction documents propose that the Project be completed in five phases and a mobilization phase of 45 calendar days for a total of 360 calendar days.

We appreciate the opportunity to accomplish this assignment for you. If you have any questions regarding our proposal, scope, fee, or schedule, please feel free to call me at your earliest convenience.

Client Concurrence

Sincerely,

**AVCON, INC.**  
Sandeep Singh, P.E.  
Senior Project Manager

Enclosure

**St. Pete-Clearwater International Airport**

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# ST. PETE-CLEARWATER INTERNATIONAL AIRPORT



## Taxiway Rehabilitation - Phase 2 Construction Management Services Fee/Manhour Worksheet Attachment 2

PRINCIPAL	PROJECT MANAGER	SR. ENG/ RPR	PROJECT ENGINEER/ JUNIOR RPR	CAD TECHNICIAN	CLERICAL
\$199	\$156	\$121	\$98	\$90	\$60

### BASIC SERVICES

### TOTALS

#### Construction Management - 54 Weeks<sup>1</sup>

A1	Project Administration and Coordination		112				112	224
A2	Prepare Construction Management Plan	4	4		24	8	8	48
B	Review of Project Documentation	8	16		0	8	8	40
C	Pre-Construction Conference	4	4		4		8	20
D	Submittal Reviews & RFIs		72				36	108
E	Contractor Applications for Payment		16				0	16
F	Change Orders		16				40	56
G	Periodic Site Visits ( 2 per month @ 3 hours/visit)		78				26	104
Total Labor Hours		16	318	0	28	16	238	616
Total Labor Costs		\$3,184.00	\$49,608.00	\$0.00	\$2,744.00	\$1,440.00	\$14,280.00	\$71,256.00

### SPECIAL SERVICES

#### RPR Services

	Weeks	Hours	Rate	
1 RPR - (45 hours/week)	54	2430	\$121.00	\$294,030.00
2 Additional Inspection/Jr RPR (24 hours/week) <sup>2</sup>	6	144	\$98.00	\$14,112.00

#### Subconsultant Services

1 QA Testing	\$48,816.00
2 QA Survey	\$5,000.00

#### Notes

- <sup>1</sup> RPR hours are excluded from CM efforts as they are covered elsewhere.
- <sup>2</sup> Inspection for airfield electrical/relief for primary RPR/night-time RPR.
- <sup>3</sup> Expenses (travel, mileage, truck, reprographics) included in approved billing rates.

**TOTAL FEES** **433,214.00**



## SECTION D – VENDOR REFERENCES

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. 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 three (3) for Additional Insured shall be attached to the certificate(s).

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 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 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 endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor 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 Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, 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 Contractor for such purchase. 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.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate 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 of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, 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 contractor to be in default and take such other protective measures as necessary.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.



SECTION D - VENDOR REFERENCES
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The insurance requirements 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:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits

General Aggregate	\$ 2,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Per Accident	\$ 1,000,000.00
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(D) Professional Liability Insurance (Errors and Omissions) 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", Contractor 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

General Aggregate	\$ 5,000,000.00
Each Occurrence or Claim	\$ 5,000,000.00

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.