

SECOND AMENDMENT

This Amendment made and entered into this 11 day of October, 2016 by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and Jacobs Engineering Group, Inc., Tampa, FL hereinafter referred to as "Consultant,"

WITNESSETH:

WHEREAS, the County and the Consultant entered into an agreement on September 17, 2013, pursuant to Pinellas County Contract No. 112-0413-CN (hereinafter "Agreement") pursuant to which the Consultant agreed to provide Construction Administration Services for St. Petersburg-Clearwater International Airport Taxiway Rehabilitation, Phase II, Project No. 000036A for the County; and

WHEREAS, Section 23 of the Agreement permits modification by mutual written agreement of the parties; and Section 3.9.2 (C) of the agreement provides that the Board of County Commissioners may authorize construction phase services; and

WHEREAS, the County and the Consultant now wish to modify the Agreement in order to provide for Construction Administration Services, at the same prices, terms, and conditions;

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

1. Construction Administration Services are hereby authorized as set out in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference and additional funding is authorized as compensation for performance of the services in the not-to-exceed amount of one hundred ninety two thousand eight hundred dollars (\$192,800.00) inclusive of seventeen thousand dollars (\$17,000) contingency.
2. The term of the Agreement is hereby extended through October 21, 2018.
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

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

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

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

Chairman

ATTEST:
KEN BURKE

Deputy Clerk

CONSULTANT: Jacobs Engineering Group,
Inc.

Authorized Signature

Phillip W. Stevens

Printed Authorized Signature

Division Vice President

Title Authorized Signature

APPROVED AS TO FORM

By:

Office of the County Attorney



**TAXIWAY REHABILITATION – PHASE II
CONSTRUCTION ADMINISTRATION SERVICES
ST. PETE-CLEARWATER INTERNATIONAL AIRPORT**

Exhibit A - Scope of Work

Jacobs and its' subconsultants (Project Team) will provide Construction Administration Services for the Taxiway Rehabilitation Phase II at St. Pete-Clearwater International Airport (PIE).

General Information

The Project Team has completed the design and prepared the Bidding Documents for the referenced project. The scope of work focuses on the Basic Services associated with Construction Administration Services.

Assumptions/Design Parameters

1. Quality assurance testing and review of test results has **not** been included in this project. QA testing and the review of test results will be the responsibility of the Construction Manager.
2. The construction phase services do **not** include the services of a resident inspector.
3. Total construction duration for the Base Bid is 225 calendar days and Additive Bid Items 1 and 2 are 135 calendar days. For this proposal it is assumed the Base Bid and Bid Additives 1 and 2 will be awarded for a total of 360 calendar days (12 Months). However, an additional 2 months has been added to this proposal for a potential contract time extension, for a total of 14 months.
4. It is assumed for this project that the Construction Management Plan will be prepared by the Construction Manager and is **not** in this scope of work.
5. It is assumed the review of Contractor's pay application/certified payrolls/DBE Reports will be the responsibility of the Construction Manager and is **not** included in this scope of work.
6. It is assumed Project/Grant Closeout will be the responsibility of the Construction Manager and is **not** included in this scope of work.

7. Jacobs's performance of construction support services shall be subject to the following terms:
- a. Jacobs will not bear any responsibility or liability for defects or deficiencies in the construction work or for the failure to so detect but will notify the County of an observed defect or deficiencies in a timely manner. Jacobs shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
 - b. If Jacobs is called upon to review submittals from construction contractors, Jacobs shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Jacobs's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Jacobs's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. Jacobs's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Jacobs's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
 - c. Jacobs shall not assume any responsibility or liability for performance of the construction services or for the safety of persons and property during construction or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
 - d. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by Jacobs.

Specific Scope

The Project Team will perform the following specific tasks:

Basic Services

Phase 5 – Construction Administration Services

1. Prepare three (3) sets of conformed contract plans and documents for construction use by the successful bidder.
2. Participate in a preconstruction conference.
3. Participate in weekly construction meetings. Participation will included attending the construction meetings in person on a bi-weekly basis and participating via teleconference on a bi-weekly basis.
4. The Engineer of Record and other Team Members, as appropriate, will make periodic visits (up to one visit per month) to the construction site to observe and familiarize themselves generally with the progress and quality of the work. The Project Team will make periodic written reports to PIE and Construction Manager to advise of any deviation from the contract documents observed by or brought to the attention of the Project Team. However, the Project Team shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or the subcontractor's employees, or any other person performing any of the work, or for the failure of such persons to carry out the work in accordance with the contract documents. However, the Project Team will notify PIE and Construction Manager of any such act, omission or failure on the part of the construction contractor observed by the Project Team during on-site visits.
5. Review shop drawings, samples, and other submissions furnished by the contractor and submitted to the Project Team. The Project Team will maintain a log of all contractor submittals which shall include the submittal date, the action taken, and the date returned to the Contractor. It is assumed there will be a total of 25 shop drawings to be reviewed for this project.

6. Respond to RFI's and prepare field sketches as necessary. It is assumed there will be a total of 50 RFI's for this project.
7. Change Order Preparation – The Project Team will provide revised drawings/exhibits as necessary to the Construction Manager and PIE for the preparation of Change Orders. It is assumed there will be a total of 3 change orders.
8. Provide design clarifications and recommendations to assist PIE and Construction Manager in resolving field problems relating to the construction. It is assumed there will be a total of 15 field directives/clarifications.
9. Perform one substantial completion inspection of the construction site to determine if the project is substantially complete, and perform a final inspection to determine if the project has been completed in accordance with the contract documents.

To avoid misunderstandings or questions, the Project Team understands and agrees that PIE and the Construction Manager shall have the responsibility for the general administration of the construction contract. Accordingly, the Project Team shall not have the authority or responsibility to issue direct instructions to provide directions to the Contractor on work stoppage authorizations that are contractually obligated to PIE, or to require special inspections and/or tests.

Special Services

The Project Team will not provide Special Services such as quality assurance testing, construction staking, FAA/FDOT coordination, Resident Project Representation, AIP Update, or Grant Quarterly Reports. The Project Team will provide the following Special Services on this project:

1. Preparation of Record Drawings – The Project Team will prepare CAD drawings of the Record Drawings based on the information provided by the Contractor and the Construction Manager.
2. SWFWMD Completion Certification



JOB HOUR AND FEE ESTIMATE

Airport:

American Infrastructure Development, Inc.

Project:

St. Pete - Clearwater International Airport

Taxiway Rehabilitation - Phase II

FEE SUMMARY

BASIC SERVICES

	Hours	Fee	DBE AMOUNT
Article A: Data Collection	0	\$ -	\$ -
Article B: Design, Specifications and Meetings	0	\$ -	\$ -
Article C: Bidding Phase Services	0	\$ -	\$ -
Article D: Construction Phase Services	648	\$ 161,890	\$ 8,223.00
Total Basic Services Lump Sum Fee	648	\$ 161,890	\$ 8,223

SPECIAL SERVICES

	Hours	Fee	
Jacobs Preparation of As-Built Drawings	64	\$ 6,400	
AECOM Preparation of As-Built Drawings		\$ 4,740	
AID Preparation of As-Built Drawings and Permitting		\$ 2,770	\$ 2,770.00
Total Special Services Lump Sum Fee		\$ 13,910	\$ 2,770

TOTAL LUMP SUM PROJECT FEE	648	\$ 175,800	\$ 10,993
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DBE Percentage 6.25%



JOB HOUR AND FEE ESTIMATE

Airport:

American Infrastructure Development, Inc.

Project:

St. Pete - Clearwater International Airport

Taxiway Rehabilitation - Phase II

Article D: Construction Administration

	WORK ITEM	Proj. Principal	Sr. Proj. Manager	Sr. Engineer	Engineer	Senior Designer	Designer	CADD Tech	Admin	TOTAL
1	Prepare Conformed Drawings		2	8				32		42
2	Prepare for and Participate in Pre-Construction Conference	8	8							16
3a.	Attend bi-weekly Construction Meetings, Say 28 Mtgs		112	112						224
3b.	Participate bi-weekly Construction Meetings via telcon., Say 28 Meetings		42							42
4	Site Visits (1/Month, 14 Months)		56	56						112
5	Review shop drawings and submittals (Assume 25)		8	16	28					52
6	Respond to RFI's (Assume 50)	2	4	12	16			16		50
7	Prepare and negotiate change orders (Assume 3)	2	4			12		16		34
8	Provide Clarifications/Sketches (Assume 15)		4	8	8	16		16		52
9a	Perform Substantial Completion and Prepare Report		12							12
9b	Perform Final Inspection and Prepare Report		12							12
10	As-built drawings			24				40		64
	TOTAL HOURS	12	264	236	52	28	0	120	0	712
	RATE	\$ 228.00	\$ 210.00	\$ 135.00	\$ 116.00	\$ 112.00	\$ 63.00	\$ 79.00	\$ 69.00	-----
	Total Labor Costs	\$ 2,736	\$ 55,440	\$ 31,860	\$ 6,032	\$ 3,136	\$ -	\$ 9,480	\$ -	\$ 108,684

TOTAL Labor Fee	\$ 108,684
Subconsultants	\$ 50,976.25
Expenses	\$ 16,140
Lump Sum Fee Total	\$ 175,800

Task Expenses:

2	Mileage (420 miles round trip @ \$0.54/mi) x 1	\$ 226.00
	Meals (\$54/Day) x 1	\$ 54.00
3a	Mileage (420 miles round trip @ \$0.54/mi) x 28	\$ 6,350.00
	Meals (\$54/Day) x 28	\$ 1,512.00
4	Mileage (420 miles round trip @ \$0.54/mi) x 14	\$ 3,175.00
	Meals (\$54/Day) x 14	\$ 756.00
9a	Mileage (420 miles round trip @ \$0.54/mi) x 1	\$ 226.00
	Meals (\$54/Day) x 1	\$ 54.00
9b	Mileage (420 miles round trip @ \$0.54/mi) x 1	\$ 226.00
	Meals (\$54/Day) x 1	\$ 54.00
	Reproduction/Misc.	\$ 3,507.00
	Total Expenses	\$ 16,140.00

TOTAL FEE \$ 175,800

Subconsultants - Basis Services

AID	\$ 8,223.00
AECOM	\$ 35,243.25
SubTotal Subs	\$ 43,466.25

Subconsultants - Special Services

AID	\$ 2,770.00
AECOM	\$ 4,740.00
SubTotal Subs	\$ 7,510.00

TAXIWAY REHABILITATION – PHASE II CONSTRUCTION ADMINISTRATION SERVICES ST. PETE-CLEARWATER INTERNATIONAL AIRPORT

Exhibit A - Scope of Work

American Infrastructure Development, Inc. (AID) will provide partial Construction Administration Services as a Subconsultant to Jacobs Engineering (JACOBS) for the Taxiway Rehabilitation Phase II at St. Pete-Clearwater International Airport (PIE)

General Information

AID has completed the design and prepared the Bidding Documents for certain aspects of the above referenced project including the drainage design for all phases of work, the design of Taxiway B Reconstruction and Taxiway C Demolition (Bid Additive 1), and the engineering of the Taxiway A South Reconstruction (Plans were packaged by Jacobs). The scope of work focuses on the Basic Services associated with Construction Administration Services for these aspects of the work.

Assumptions

1. Quality assurance testing and review of test results has not been included in this project. QA testing and the review of test results will be the responsibility of the Construction Manager.
2. The construction phase services do not include the services of a resident inspector.
3. Total construction duration for the Base Bid is 225 calendar days and Additive Bid Items 1 and 2 are 135 calendar days. For this proposal, it is assumed the Base Bid and Bid Additives 1 and 2 will be awarded for a total of 360 calendar days (12 Months). However, an additional 2 months has been added to this proposal for a potential contract time extension, for a total of 14 months.
4. It is assumed for this project that the Construction Management Plan will be prepared by the Construction Manager and is not in this scope of work.
5. It is assumed the review of Contractor's pay application/certified payrolls/DBE Reports will be the responsibility of the Construction Manager and is not included in this scope of work.

6. It is assumed Project/Grant Closeout will be the responsibility of the Construction Manager and is not included in this scope of work.
7. AID's performance of construction administration services shall be subject to the following terms:
 - a. AID will not bear any responsibility or liability for defects or deficiencies in the construction work or for the failure to so detect but will notify the JACOBS of an observed defect or deficiencies in a timely manner. AID shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
 - b. If AID is called upon to review submittals from construction contractors, AID shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. AID's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in Jacobs's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. AID's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. AID's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
 - c. AID shall not assume any responsibility or liability for performance of the construction services or for the safety of persons and property during construction or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
 - d. All services performed by others, including other portions of the project that were not designed by AID, construction contractors and their subcontractors, shall be warranted only by such others and not by AID.

Specific Scope

AID will perform the following specific tasks:

Basic Services

Phase 5 – Construction Administration Services

1. Participate in a preconstruction conference; provide conformed contract plans to Jacobs Engineering for the Taxiway B Reconstruction and Taxiway C Demolition (Bid Additive 1) portion of work.
2. Participate in weekly construction meetings for Bid Additive 1 only. Participation will included attending the construction meetings in person on a bi-weekly basis and participating via teleconference on a bi-weekly basis.
3. The Engineer of Record and other Team Members, as appropriate, will make periodic visits (up to one visit per month) to the construction site to observe and familiarize themselves generally with the progress and quality of the work. The Project Team will make periodic written reports to PIE and Construction Manager to advise of any deviation from the contract documents observed by or brought to the attention of the Project Team. However, the Project Team shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or the subcontractor's employees, or any other person performing any of the work, or for the failure of such persons to carry out the work in accordance with the contract documents. In addition, the Project Team will notify PIE and Construction Manager of any such act, omission or failure on the part of the construction contractor observed by the Project Team during on-site visits.
4. Review Drainage shop drawings, samples, and other submissions furnished by the contractor and submitted to AID for its portion of the design. It is assumed there will be a total of 5 shop drawings to be reviewed for this project by AID, as a majority of the submittals will be reviewed by JACOBS for their portions of work.
5. Respond to RFI's and prepare field sketches as necessary. It is assumed there will be a total of 2 RFI's for this project related to AID's portion of work.
6. Change Order Preparation – Not included in AID's Scope of CA services.

7. Provide design clarifications and recommendations to assist PIE and Construction Manager in resolving field conditions and challenges relating to the construction of AID's portions of Design. It is assumed there will be a total of 2 field directives/clarifications.
8. Perform one substantial completion inspection of AID's portion of the work to determine if the project is substantially complete, and perform a final inspection to determine if the project has been completed in accordance with the contract documents.

To avoid misunderstandings or questions, the Project Team understands and agrees that PIE and the Construction Manager shall have the responsibility for the general administration of the construction contract. Accordingly, the Project Team shall not have the authority or responsibility to issue direct instructions to provide directions to the Contractor on work stoppage authorizations that are contractually obligated to PIE, or to require special inspections and/or tests.

Special Services

AID will not provide Special Services such as quality assurance testing, construction staking, FAA/FDOT coordination, Resident Project Representation, AIP Update, or Grant Quarterly Reports. AID will provide the following Special Services on this project:

1. Preparation of Record Drawings – For its portion of the work, AID will prepare CAD drawings of the Record Drawings based on the information provided by the Contractor and the Construction Manager.
2. SWFWMD Completion Certification.

Taxiway Rehabilitation - Phase 2
Construction Administration Services
St. Pete-Clearwater International Airport
Exhibit B - Fee Breakdown



TASK	Project Principal	Sr. Project Manager	Senior Engineer	Sr. Designer	Designer	Technician	Totals
	\$228.00	\$210.00	\$135.00	\$112.00	\$63.00	\$79.00	

Construction Administration Services (12 Weeks - Drainage Components and Bid Additive 1 work Only,

1	Prepare Conformed Drawings			2	8		4	14
2	Prepare Construction Management Plan							
3	Prepare for and Attend Pre-Construction Conf	1		1				2
4	Review Shop Drawings/Submittals			4	4			8
5	Provide Design Clarifications/Respond to RFI's	1		2	2		2	7
6	Weekly Progress Meetings (Teleconference)	4		8				12
7	Perform Site Visits			4		2		6
8	Assist in Preparing Change Orders							
9	Review Test Results							
10	Review Periodic Payment Requests							
11	Attend Final Inspection and Prepare Final Punchlist	2		8			4	14
12	Grant Services (Quarterly Report/Closeout)							
13	Prepare and Submit Record Drawings		2		8			10
14	Prepare and Submit SWFWMD Certifications	2	4				2	8
15	Verify Punchlist is Complete							
Total Labor Hours:		10	6	29	22	2	12	81
Total Labor Costs (Lump Sum):		\$2,280.00	\$1,260.00	\$3,915.00	\$2,464.00	\$126.00	\$948.00	\$10,993.00

Total Fees (NTE):	\$10,993.00
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FEE SUMMARY

TASK		Totals
<u>Basic Services</u>		
Phase 5 - Construction Administration Services		<u>\$34,810.00</u>
Total Basic Services:		\$34,810.00
<u>Special Services</u>		
5 Prepare Record Drawings		<u>\$4,740.00</u>
Total Special Services:		\$4,740.00
<u>Expenses</u>		
Travel		\$372.00
Reproduction		\$61.25
Permits		<u>\$0.00</u>
Total Expenses:		\$433.25
Total Fees:		\$39,983.25

Project Name
Airport Name

TASK	Project Principal	Project Manager	Electrical Engineer	Senior Designer	Junior Engineer	Clerical	Totals
	\$225.00	\$165.00	\$140.00	\$130.00	\$90.00	\$75.00	

Phase 5 - Construction Administration Services

1	Participate in Preconstruction conference	1	4					5
2	Prepare 3 sets of conformed documents		8	4	24			36
3	Attend Meetings in person (monthly) (14@3)	1	42					43
4	Attend Meetings via call (biweekly) (14@1.5)		21					21
5	Site visit and report (2@4)		8					8
6	Shop Drawing Review		16	8		8	6	38
7	Respond to RFIs		16	8			4	28
8	Change Order Preparation		8	8			2	18
9	Design Clarifications		4	8	16			28
10	Substantial & Final Completion	1	8					9
Total Labor Hours:		3	135	36	40	8	12	234
Total Labor Costs:		\$675.00	\$22,275.00	\$5,040.00	\$5,200.00	\$720.00	\$900.00	\$34,810.00

Total Fees (Lump Sum):

\$34,810.00

Project Name

Airport Name

TASK	Project Principal	Project Manager	Senior Designer			Admin./ Clerical	Total Hours	Total Dollars
	\$225.00	\$165.00	\$130.00			\$75.00		

Special Services

1 Prepare Record Drawings

	8	24			4	36	\$4,740.00
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Total Fees:

\$4,740.00

Project Name

Airport Name

TRAVEL EXPENSES	Personal Vehicle Mileage					Air Travel				Hotels and Meals					TOTALS
	Number of Trips	Number of Miles	Total Miles	Dollars Per Mile	Total Costs	Number of Trips	Rental Cars	Airlines	Total Costs	Number of Trips	Number of Nights	Hotels	Meals	Total Costs	

Phase 5 - Construction Administration Services

Site Visits	14	24	336	\$0.50	\$168.00				\$0.00					\$0.00	\$168.00
Meeting with Owner	14	24	336	\$0.50	\$168.00				\$0.00					\$0.00	\$168.00
Pre-Construction Meeting	1	24	24	\$0.50	\$12.00				\$0.00					\$0.00	\$12.00
Final Inspection	2	24	48	\$0.50	\$24.00				\$0.00					\$0.00	\$24.00
Other Meetings			0	\$0.50	\$0.00				\$0.00					\$0.00	\$0.00

Special Services

Site Visits			0	\$0.50	\$0.00				\$0.00					\$0.00	\$0.00
Meeting with Owner			0	\$0.50	\$0.00				\$0.00					\$0.00	\$0.00
Meeting with Utility Companies			0	\$0.50	\$0.00				\$0.00					\$0.00	\$0.00
Meeting with Permitting Agencies			0	\$0.50	\$0.00				\$0.00					\$0.00	\$0.00
Other Meetings			0	\$0.50	\$0.00				\$0.00					\$0.00	\$0.00

Total Travel Expenses

\$372.00

Project Name
 Airport Name

REPRODUCTION COSTS	Number of Sets	Number of Drawings	Cost Per item	TOTALS
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Phase 5 - Construction Administration Services

11 x 17 Drawings	5	35	\$0.15	\$26.25
22 X 34 Drawings				\$0.00
CD's		N/A		\$0.00
8 1/2 X 11 Pages	5	60	\$0.10	\$30.00
Reports	5	N/A	\$1.00	\$5.00
Presentation Board		N/A		\$0.00

Special Services

11 x 17 Drawings				\$0.00
22 X 34 Drawings				\$0.00
CD's		N/A		\$0.00
8 1/2 X 11 Pages				\$0.00
Reports		N/A		\$0.00
Presentation Board		N/A		\$0.00

Total Reproduction Costs **\$61.25**