



# Pinellas County

## Legislation Details (With Text)

**File #:** 18-1589A      **Version:** 1

**Type:** Contract/Agreement      **Status:** Passed

**File created:** 9/6/2018      **In control:** Airport

**On agenda:** 10/23/2018      **Final action:** 10/23/2018

**Title:** Change Order No. 1 with Pepper Contracting Services, Inc. for the St. Pete-Clearwater International Airport landside and parking lot improvement project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. FE Change Order 1 to Agreement with Pepper Contracting Services, 2. Change Order No. 1 - Landside and Parking Lot Improvement Project - PIE, 3. BCC Award Documents- Airport Landside and Parking Lot Improvement - Rebid

Date	Ver.	Action By	Action	Result
10/23/2018	1	Board of County Commissioners	approved	Pass

**Subject:**

Change Order No. 1 with Pepper Contracting Services, Inc. for the St. Pete-Clearwater International Airport landside and parking lot improvement project.

**Recommended Action:**

Approval and execution of Change Order No. 1 with Pepper Contracting Services, Inc. (Pepper) for the St. Pete-Clearwater International Airport (Airport) landside and parking lot improvement project (Project).

Contract No. 167-0509-CP (LN); in the amount of \$319,300.00 for a revised contract total of \$13,558,199.88.

**Strategic Plan:**

- Deliver First Class Services to the Public and Our Customers
- 5.2 Be responsible stewards of the public’s resources
- 5.3 Ensure effective and efficient delivery of county services and support

**Summary:**

The purpose of Change Order No. 1 is to convert contracted allowances and owners contingency to unspecified work to allow the County flexibility on specifications, selection, and pricing of these items. In addition, to reduce operational impacts at the Airport, it is necessary to re-phase project sequencing and add new pay items and quantity adjustments due to unforeseen field conditions. The County and Pepper have mutually agreed to a lump sum maintenance of traffic price of \$319,300.00 and a reduction of retainage.

One hundred and forty nine (149) calendar days will also be added to the duration of the Project for Pepper to reach final completion.

**Background Information:**

Specific changes below have been made bold with Italics.

It is necessary to remove the following language expressed in Agreement Item 1. B.

To commence work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary Work under the same within not more than FIVE HUNDRED FORTY (540) consecutive calendar days. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.

Agreement Item No. 1(B) language shall now read as follows:

To commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary Work under the same within not more than ***SIX HUNDRED EIGHTY NINE (689) consecutive calendar days***. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.

It is necessary to remove the following language in Agreement Items No. 2(A):

If progress satisfactory to the County is being made by the Contractor the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. In each case 10% of the Agreement Amount earned shall be retained until 50% of the Work is completed, and thereafter 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

Agreement Item No. 2(A) language shall now read as follows:

If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. ***In each case 5% of the Agreement Amount earned shall be retained until satisfactory completion and final acceptance of the Project, and final compliance by the Contractor with all terms and conditions of the Contract Documents.*** Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.

The Board of County Commissioners awarded this contract on September 26, 2017.

**Fiscal Impact:**

Original estimated expenditure: \$13,238,899.99  
Increase due to Change Order No. 1: \$ 319,300.00  
Revised contract amount: \$13,558,199.99

**Staff Member Responsible:**

Thomas Jewsbury, Director, St. Pete-Clearwater International Airport  
Joe Lauro, Director, Purchasing

**Partners:**

N/A

**Attachments:**

Change Order No. 1