



AGREEMENT NO. 2023-02B

TASK ORDER

PANAMA CITY-BAY COUNTY AIRPORT & INDUSTRIAL DISTRICT

TASK ORDER AGREEMENT

DATE: September 18, 2024

TASK ORDER #: 23B-05

TASK ORDER PROJECT TITLE: ECP Terminal Apron Expansion CEI & OAR Services

OWNER: PANAMA CITY - BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT (AIRPORT)

CONSULTANT: AVCON (CONSULTANT)

SUBCONSULTANT(S): Poole (Survey); TBD (Material Acceptance Testing)

**TASK ORDER DESCRIPTION:** Resident Project Representative (RPR) and Construction Administration Services for the ECP Terminal Apron Expansion Project.

**TASK ORDER BACKGROUND/JUSTIFICATION:** The ECP Terminal Apron Expansion project includes expanding the existing terminal apron to the north to support the Terminal Concourse expansion and the current demand for additional aircraft parking positions. The project is funded through the FAA utilizing AIP grant funding.

**SCOPE OF SERVICES:** CONSULTANT shall provide Resident Project Representative (RPR) and Construction Administration Phase Services for the ECP Terminal Apron Expansion Project. The attached Exhibit A identifies the scope of services anticipated as part of the time-and-materials, not-to-exceed project.

**SCHEDULE OF SERVICES:** Services are anticipated to be administered throughout the entire construction phase of the project with an onsite representative on site during the construction phase of the project.

**COMPENSATION:** Hourly Not-to-Exceed Planning Services Fee with monthly periodic billing to provide professional services, a Not-to-Exceed budget of \$625,000.00.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order Agreement to be executed by their duly authorized representatives as of the date first shown above.

AVCON (CONSULTANT)

Handwritten signature of Tonia D. Nation in blue ink.

Tonia D. Nation, P.E.

Title: Associate Vice President

PANAMA CITY-BAY COUNTY AIRPORT &  
INDUSTRIAL DISTRICT

Handwritten signature of Mark Sheldon in blue ink.

Mark Sheldon

Title: Chair

**PANAMA CITY-BAY COUNTY AIRPORT & INDUSTRIAL DISTRICT**

**AVCON RATES (Per Amendment No. 1)**

**TASK ORDER #:** \_\_\_\_\_

**TASK ORDER DESCRIPTION:** ECP Terminal Apron Expansion CEI & OAR Services

<b>CONSULTANT JOB CLASSIFICATION</b>	<b>LOADED LABOR RATE</b>
Principal/QC Reviewer	\$311.47
Airport Planning Manager	\$233.23
Sr Project Manager	\$219.68
Sr Engineering Manager - Civil	\$219.68
Sr Engineering Manager - MEP	\$218.18
Sr Engineering Manager - Structural	\$218.18
Sr Engineering Manager - Transportation	\$218.18
Project Manager	\$203.13
Airfield Lighting Design Manager	\$188.09
Senior Professional Engineer - MEP	\$173.04
Senior Professional Engineer - Structural	\$173.04
Professional Engineer - Civil	\$168.52
Professional Engineer - MEP	\$146.71
Professional Engineer - Transportation	\$145.95
Project Engineer	\$136.93
Engineer 3	\$120.37
Engineer 2	\$108.34
Engineer 1	\$101.57
Sr. Construction/Project Manager	\$255.00 (Amendment No. 1)
Sr. Construction Manager/Owners Rep	\$215.00 (Amendment No. 1)
Construction Manager	\$162.51
Construction Inspector	\$142.94
Senior Airport Planner	\$201.85
Airport Planner	\$136.93
Project Analyst	\$115.00 (Amendment No. 1)
Planner	\$90.28
Senior CAD Designer	\$127.90
Senior CAD Technician	\$118.12
CAD Designer	\$106.83
Graphic Designer	\$101.57
CAD Technician	\$82.76



**EXHIBIT "A": SCOPE OF SERVICES - AVCON, INC.**  
**For**  
**RPR & CA SERVICES**  
**NORTH TERMINAL APRON EXPANSION**  
**NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT (ECP)**

**September 16, 2024**

**SECTION A: PURPOSE**

The Florida Department of Transportation (FDOT) authorized the design documents developed for the North Terminal Apron Expansion in 2021 which includes the reconstruction of portions of the existing asphalt apron and the expansion of the terminal apron to the north at Northwest Florida Beaches international Airport. The Federal Aviation Administration (FAA) has committed to the participation in a grant for the construction of the North Terminal Apron Expansion. This project is to provide a daily Construction Manager and/or a Resident Project Representative (RPR) inspector for the duration of the construction of the project and Construction Administration required for final engineer certification at project completion. This scope of work will include professional services to construction phase services as follows:

- Construction Administration Services
- Resident Project Representative/Inspection Services
- Material Acceptance Testing

**SECTION B: DESCRIPTION OF TASKS**

The following elements describe the individual services to be provided by CONSULTANT as part of this work effort. Labor-hour estimates for the work described below are detailed in **Exhibit B**.

**TASK 1: CONSTRUCTION ADMINISTRATION SERVICES**

This task shall be performed under a Not-To-Exceed (NTE) basis and may include, but not be limited to, the following services as authorized by the AIRPORT staff:

- 1.1 Construction Project Management:** The CONSULTANT will provide general consultation and generally keep the AIRPORT advised of the progress of the construction. This includes preparing and submitting monthly invoices and regular conversations with AIRPORT staff. The CONSULTANT will also implement and maintain regular communications with the Contractor during the construction period. The CONSULTANT shall not communicate directly with the Contractor's subcontractors.
- 1.2 Subconsultant Management:** The CONSULTANT will coordinate and contract with subconsultants for various services as authorized by CONSULTANT. The task includes development of subconsultant subcontracts, coordination of schedules, and general coordination. Task shall include processing monthly invoices from subconsultants and other associated duties.
- 1.3 Document Management System:** The CONSULTANT shall establish a system and set of procedures for managing, tracking and storing all relevant documents between the Contractor, the CONSULTANT and AIRPORT produced during the Construction and Closeout phases of the project. The CONSULTANT shall utilize an appropriate computer-

based document management system for document management and shall implement procedures for the logging and tracking of all relevant correspondence and documents. The CONSULTANT shall assist the AIRPORT in monitoring all outstanding decisions, approvals or responses required from the AIRPORT.

- 1.4 Pre-Construction Conference:** The CONSULTANT shall coordinate and conduct one pre-construction conference with the AIRPORT, Contractor, Subcontractors, Airport users, and FDOT to review the project communication, coordination and other procedures and discuss the Contractor's general workplan and requirements for the project. The CONSULTANT shall prepare the agenda, sign-in sheets, and take minutes or otherwise record the results of this conference. The CONSULTANT attendees will include the Sr. Project Manager, Construction Manager and Subconsultant.
- 1.5 Weekly Progress Meetings:** The CONSULTANT will conduct weekly progress meetings with the Contractor and AIRPORT throughout the project duration from NTP. The Contractor shall prepare and distribute minutes of these meetings. *Additional CONSULTANT participation in the weekly meetings is included in **Part 2 RPR/Inspection Services** as part of the full-time RPR Services.*
- 1.6 Shop Drawings and Submittals:** The CONSULTANT shall review the Contractor's shop drawings and other submittals. The CONSULTANT shall log and track shop drawings and submittals. The CONSULTANT's review of shop drawings and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions. The CONSULTANT shall assist the AIRPORT in reviewing and responding to the Contractor's requests for substitution of materials and equipment. The CONSULTANT shall review such requests and shall advise the AIRPORT as to the acceptability of such substitutions.
- 1.7 Field Engineer Supplemental Instructions:** The CONSULTANT will issue Engineer Supplemental Instructions (ESI) and work directives during construction as provided in the contract for construction.
- 1.8 Pay Application Review and Coordination:** The CONSULTANT will receive and review the Contractor's requests for payment. The CONSULTANT shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. The CONSULTANT shall provide recommendations to the AIRPORT as to the acceptability of the requests. The CONSULTANT shall advise the AIRPORT as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction. Recommendations by the CONSULTANT to the AIRPORT for payment shall be based upon the CONSULTANT's knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the CONSULTANT to ascertain that the Contractor has completed the work in exact accordance with the contract for construction, that the CONSULTANT has made an examination to ascertain

how or for what purpose the Contractor has used the moneys paid, or that title to any of the work, materials or equipment has passed to the AIRPORT free and clear of liens, claims, security interests, or encumbrances.

- 1.9 Request of Information Coordination:** The CONSULTANT shall log and track the Contractor's requests for interpretation/information (RFIs) and shall coordinate such review with the AIRPORT as appropriate. The CONSULTANT shall coordinate and provide written responses to the Contractor's written RFIs or clarification of the contract documents. In certain cases, this task may include preparation of technical details and supporting sketches to specify the work requirements.
- 1.10 Close-out Reporting and Documentation:** The CONSULTANT shall provide to the Owner an organized set of project documents and records representing the project inspections, testing, and costs. The close-out documents shall summarize the work performed and shall document all changes to the contract amount. The CONSULTANT shall take the necessary steps to close out the project in a timely manner following project completion and acceptance.
- 1.11 Record Drawings:** The CONSULTANT shall revise the original design drawings to reflect available record information provided by the Contractor and equipment suppliers for the Final Record Drawings. One full-size set of drawings and one CD containing the electronic set of drawings (both adobe acrobat and AutoCAD files) shall be provided to the AIRPORT. Additional printed copies may be provided upon request.
- 1.12 Material Acceptance Testing:** Through a qualified subconsultant, the CONSULTANT shall provide material acceptance testing as required throughout the project to provide the Quality Assurance required per the FAA technical specifications.

## **TASK 2: RESIDENT PROJECT REPRESENTATIVE (RPR)/INSPECTION SERVICES (NTE)**

- 2.1 Daily Field Inspection:** The CONSULTANT shall provide an on-site Construction Manager on-site field inspector during the construction period for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor.

The CONSULTANT's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. The CONSULTANT does not guarantee the performance of the Contractor. The CONSULTANT's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and the CONSULTANT shall not assume liability in any respect for the construction of the project. The CONSULTANT shall, with the assistance of the AIRPORT, obtain written plans from the Contractor for quality control of its work, and shall monitor the Contractor's compliance with its plan.

Should the CONSULTANT discover or believe that work by the Contractor is not in accordance with the contract for construction, or is not conforming to applicable rules and regulations, the CONSULTANT shall bring this to the attention of the Contractor and

the AIRPORT. The CONSULTANT shall thereupon monitor the Contractor's corrective actions, shall advise the AIRPORT as to the acceptability of the corrective actions, and shall notify the Contractor and AIRPORT of noted deficiencies from that plan.

Whenever the Contractor notifies the CONSULTANT of subsurface or physical conditions which differ from the design subsurface investigation at the site and for which the contract for construction provides should be so notified, the CONSULTANT shall advise the AIRPORT and inspect the conditions at the site. The CONSULTANT shall advise the AIRPORT as to the appropriate action(s) and shall assist the AIRPORT in responding to the Contractor.

CONSULTANT will be required to perform all Quality Acceptance (QA) materials testing for the project. The CONSULTANT shall subcontract these services for QA Materials Testing.

*Engineering and technical services that are required to investigate the subsurface or physical conditions shall be considered an Additional Service.*

Unless otherwise coordinated with the AIRPORT, the Inspection work is anticipated to include:

- Participation in weekly progress meetings
- Preparation of daily inspection reports
- Photographs of construction progress
- Coordination of subconsultant schedules

The CONSULTANT shall assist the AIRPORT in issuing documents for substantial completion. Included will be a punch list of each of the four phases and acceptance of the respective work. The CONSULTANT shall advise the AIRPORT on payment, and partial release of retainage.

The CONSULTANT will conduct a site walk and final inspection of the PROJECT to confirm the completeness and quality of the construction and shall assist the AIRPORT in issuing documents for final completion and acceptance of the work. The CONSULTANT shall advise the AIRPORT on final payment, release of retainage, and release of insurance and bonds.

### **SECTION C. PROJECT SCHEDULE**

The project schedule is anticipated at not more than 330 calendar days from the construction Notice-To-Proceed.