

**PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES AGREEMENT  
112-0413-CN (RW)**

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**SECTION 1  
INTENT OF AGREEMENT**

AGREEMENT FOR PROFESSIONAL CONSTRUCTION ADMINISTRATION ENGINEERING SERVICES FOR  
**Airport Department**

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, Michael Baker International with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL CONSTRUCTION ADMINISTRATION ENGINEERING SERVICES** associated with the **Terminal Improvements Phase 3 Project**, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL CONSTRUCTION ADMINISTRATION SERVICES requisite to the administration needs of the COUNTY'S Airport Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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**

The CONSULTANT shall provide construction administration services, as stated herein and in Exhibit A which is incorporated herein by reference, on behalf of the AIRPORT, throughout the duration of construction. These services shall include attendance at pre-construction conference and construction progress meetings, review of shop drawing and requests for information, review of pay applications, periodic site visits, and general coordination with stakeholders. (Refer to Exhibit "A" for detailed Scope of Work and Fee).

### **2.2 PROJECT PHASES**

All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in 2.3 E.

### **2.3 CONSULTING RESPONSIBILITIES**

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the review of the contractor's construction schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. . The CONSULTANT shall be responsible for review of any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

### **2.4 GENERAL DESIGN CONDITIONS**

2.4.1 The CONSULTANT shall coordinate and solicit appropriate input, with the knowledge of the COUNTY.

2.4.2 All design data, plans, and drawings shall be delivered electronically and or on CD ROM formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on a CD ROM, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

2.4.3 One (1) original and nine (9) copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.

2.4.4 The CONSULTANT shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

## 2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

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

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

#### 3.2 BIDDING PHASE

The CONSULTANT shall prepare with the COUNTY'S assistance the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the COUNTY and the Contractor. The CONSULTANT also, shall bear the cost of two (2) complete sets of documents (plans and specifications), two (2) of which shall be signed and sealed by the CONSULTANT as original record sets for the PROJECT. Each sheet in the two (2) construction plans print sets shall be signed, sealed and dated. The title sheet only of the two (2) specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

3.2.1 The CONSULTANT, following the COUNTY'S review of the Construction Documents and of the latest Statement of Probable Construction Cost, shall be available to assist the COUNTY in obtaining bids, and in preparing and awarding construction contracts for each bid package. The CONSULTANT shall assist conducting pre-bid conferences, and shall prepare a Bid Tabulation spreadsheet following receipt of bids.

3.2.2 If the Advertisement for bids has not commenced within sixty (60) days after the CONSULTANT submits the approved Construction Documents to the COUNTY, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the Construction Documents to the COUNTY and the date on which the Advertisement for Bids occurred.

3.2.3 The CONSULTANT shall prepare any required addenda to construction plans and specifications on the PROJECT during the bidding phase affecting the CONSULTANT'S plans and specifications. The CONSULTANT shall also provide any addenda during the Construction Phase in sufficient quantity to distribute to all necessary parties as determined by the COUNTY. Addenda material shall be placed in envelopes by the CONSULTANT for mailing by the COUNTY. The CONSULTANT shall also furnish certified mail receipt material and prepare mailing labels. The COUNTY shall mail all addenda.

#### 3.3 CONSTRUCTION PHASE

All contact and/or communication from the CONSULTANT to the Contractor shall be coordinated with the knowledge of the COUNTY.

##### A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for COUNTY.
3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work

and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.

4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the COUNTY.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the COUNTY as required by construction exigencies. Response to any request must be received by the COUNTY within twenty-four (24) hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the COUNTY of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the COUNTY.
10. Assist in the establishment by the COUNTY of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the COUNTY'S use.
13. The CONSULTANT shall visit the project as necessary, but at a minimum of three (3) month, six (6) month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the CONSULTANT of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The CONSULTANT will provide one (1) set of signed and sealed prints and one (1) CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the COUNTY within thirty (30) days following completion of construction.
17. Consult with, and recommend solutions to, the COUNTY during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
19. Document noted defects or deficiencies and assist the COUNTY in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the CONSULTANT with all the required project close out material for CONSULTANT'S use in the warranty period services.
21. The Contractor shall have prime responsibility in the warranty period for all services herein. The CONSULTANT shall assist, consult, observe review and document as noted.

### 3.4 PROVISIONS RELATED TO ALL PHASES

3.4.1 The CONSULTANT will investigate and confirm in writing to the COUNTY, to the best of the CONSULTANT'S knowledge, conformance with all applicable local public and utility regulations.

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

3.4.4 The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the construction plans.

- a. Five (5) copies of the design notes and computations shall be submitted to the COUNTY with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any COUNTY comments shall be resubmitted. At the PROJECT completion, a final set of the design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the record set of plans and tracings.
- b. The design notes and calculations shall include, but not be limited to, the following data:
  - 1) Design criteria used for the PROJECT.
  - 2) Roadway geometric calculations
  - 3) Structural calculations.
  - 4) Drainage calculations.
  - 5) Traffic design calculations
  - 6) Traffic control calculations
  - 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
  - 8) Calculations showing probable cost comparisons of various alternatives considered.
  - 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
  - 10) Other PROJECT-related correspondences as appropriate.

3.4.5 Each set of plans for the PROJECT shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the COUNTY.

3.4.6 The CONSULTANT shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the PROJECT.

3.4.7 The COUNTY in no way obligates itself to check the CONSULTANT'S work and further is not responsible for maintaining project schedules.

3.4.8 Other CONSULTANT responsibilities shall be as listed below:

- a. Provide necessary sealed drawings to obtain building permits or any utility permit.
- b. Assist the COUNTY in Contractor claims and/or litigation.
- c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the COUNTY against claims by suppliers or third parties.

3.4.9 The CONSULTANT must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.

3.4.10 All work prepared and/or submitted shall be reviewed and checked by a CONSULTANT (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional CONSULTANT in responsible charge.

### 3.5 PERMIT APPLICATIONS AND APPROVALS

3.5.1 The CONSULTANT shall prepare all permit applications, data and drawings required for submittal BY THE COUNTY for approval of local, state and federal agencies.

3.5.2 The CONSULTANT shall, at no additional cost to the COUNTY, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the PROJECT.

3.5.3 For the purpose of ensuring the timely approval of all permits necessary for the construction of the PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.

### 3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

3.6.1 The requirements of the various utility services shall be recognized and properly coordinated with the PROJECT design.

3.6.2 Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the PROJECT.

## **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. Reproduces of the COUNTY Engineering Department Standard Drawings applicable to the PROJECT.
- C. Sample copies of the COUNTY standard contract documents and specifications.
- D. Preparation of legal (front-end) section of the specifications.

## **SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON**

The following services shall be provided at no additional cost to the COUNTY:

5.1 Prior to the commencement of design activities, the COUNTY will conduct with the CONSULTANT a pre-design conference for the purpose of discussing issues relative to the PROJECT, plans preparation and submittal procedures and to convey to the CONSULTANT such items provided for under Section 4 as may be required and available at that time.

5.2 The CONSULTANT shall make presentations to the COUNTY'S Director of Engineering and Technical Support (ETS) or designee as often as reasonably requested and at any point in the PROJECT development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the COUNTY'S best interest.

5.3 The CONSULTANT shall participate in Monthly PROJECT Conferences with COUNTY staff personnel. The meetings will be scheduled by the COUNTY at a location provided by the COUNTY.

5.4 The CONSULTANT shall attend, as technical advisor to the COUNTY all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the PROJECT, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the COUNTY, shall either plead the COUNTY'S case or provide engineering and technical assistance to the COUNTY in its pleading of the case.

5.5 The CONSULTANT shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the COUNTY and appropriate COUNTY staff shall attend.

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

### **6.1 BASIC SERVICES**

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

### **6.2 OPTIONAL SERVICES**

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY's Executive Director of the Engineering and Technical Support, or designee.

### **6.3 CONTINGENCY SERVICES**

When authorized in writing by the COUNTY'S Director of Engineering and Technical Support (ETS) or designee, the CONSULTANT shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the PROJECT scope.

Compensation for any Contingency Services assignments shall be negotiated between the COUNTY and the CONSULTANT at the time the need for services becomes known.

### **6.4 ADDITIONAL SERVICES**

When executed by the County Administrator or Board of County Commissioners as an amendment to this Agreement, the CONSULTANT shall provide such additional services as may become necessary because of changes in the Scope of PROJECT. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

### **6.5 INVOICING**

The CONSULTANT may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase. The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

The following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. The CONSULTANT shall provide copies of supporting receipts/invoices/billing documentation. Self-performed reimbursable work shall be reimbursed at the firm's standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit A).

- 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 designated Project Manager, Engineering and Technical Support, 14 S. Ft. Harrison Ave, Clearwater, FL 33756.

SUPPLIER 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 3.10, the COUNTY agrees to pay the CONSULTANT for Construction Administration services as described in this agreement as follows:

The compensation for Construction Administration Services shall not to exceed the amount of two hundred sixty three thousand two hundred seventy seven dollars and 89/100 cents (**\$263,227.89**) 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 the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the COUNTY agrees to pay the CONSULTANT as follows:

7.3 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed (**\$ 25,000**) for all assignments performed.

7.4 Total agreement amount (**\$ 288,227.89**).

7.5 For any ADDITIONAL SERVICES, the COUNTY agrees to pay the CONSULTANT a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.

7.6 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

**SECTION 8  
PERFORMANCE SCHEDULE**

Time is of the essence in this Agreement. The CONSULTANT shall plan and execute the performance of all services provided for in this Agreement in such manner as to ensure their proper and timely completion in accordance with the following schedule:

8.1 The services to be rendered by the CONSULTANT shall be commenced upon receipt from the COUNTY of written "NOTICE TO PROCEED."

8.2 All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in 2.3 E.

8.3 The CONSULTANT shall not be held responsible for delays in the completion of the PROJECT design when the COUNTY causes such delays. The COUNTY reviews related to the above submittals shall not exceed twenty-one (21) days.

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

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Engineering and Technical Support or designee.

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 Director of Engineering and Technical Support 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. See Section C Insurance Requirements – Attached

15.2 If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

**SECTION 16  
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE  
FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin.

**SECTION 17  
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE  
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONSULTANT acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of COUNTY. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 18  
PROHIBITION AGAINST CONTINGENT FEE**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**SECTION 19  
TRUTH IN NEGOTIATIONS**

By execution of this Agreement, the CONSULTANT certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 20  
SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the COUNTY.

**SECTION 21  
INTEREST ON JUDGMENTS**

In the event of any disputes between the parties to this Agreement, including without limitation thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

**SECTION 22  
TERMINATION OF AGREEMENT**

22.1 The COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONSULTANT of the intention to cancel. Failure of the CONSULTANT to fulfill or abide by any of the

terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of COUNTY. Alternatively, at the COUNTY'S discretion, the COUNTY may provide to CONSULTANT thirty (30) days to cure the breach. Where notice of breach and opportunity to cure is given, and CONSULTANT fails to cure the breach within the time provided for cure, COUNTY reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

22.2 If COUNTY terminates the Agreement for convenience, other than where the CONSULTANT breaches the Agreement, the CONSULTANT'S recovery against the COUNTY shall be limited to that portion of the CONSULTANT'S compensation earned through date of termination, together with any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination. The CONSULTANT shall not be entitled to any further recovery against the COUNTY, including but not limited to anticipated fees or profit on work not required to be performed.

22.3 Upon termination, the CONSULTANT shall deliver to the COUNTY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

22.4 In the event that conditions arise, such as lack of available funds, which in the COUNTY'S opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

### **SECTION 23 AGREEMENT TERM**

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for **500** 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 500 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.

23.2 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.

**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:

Michael Baker International, Inc.

PINELLAS COUNTY, by and through its  
Board of County Commissioners

By: 

Print Name:

Irvin B. Lee, P.E.

Title:

Vice President

Date:

2-24-16

By: \_\_\_\_\_

Name

Date: \_\_\_\_\_

Chairman

ATTEST:

ATTEST:

Ken Burke, clerk of the Circuit Court

By: 

Print Name:

MARK E. KISTNER

Title:

VICE-PRESIDENT

Date:

2-24-16

By: \_\_\_\_\_

Deputy Clerk

Date: \_\_\_\_\_

(CORPORATE SEAL)

APPROVED AS TO FORM

By: 

Office of the County Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK AND FEE BREAKDOWN**



**EXHIBIT A  
SPECIFIC SCOPE OF SERVICES FOR  
PIE TERMINAL IMPROVEMENTS PHASE III (GATES 7-10) BUILDING  
CONSTRUCTION ADMINISTRATION (CA) SERVICES**

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**PROJECT DESCRIPTION:**

The St. Pete Clearwater International Airport intends to construct a 10,000-12,000 square foot addition contiguous to the existing Gates 7-10 passenger holding areas and the existing Airport Terminal and apron, entitled Terminal Improvements Phase III (Gates 7-10) and other improvements to the existing Terminal. It is understood the updated construction budget of the proposed Airport Terminal Improvements Phase III (Gates 7-10) Building Addition and the other improvements is approximately \$7,000,000.00-\$9,500,000.00. The scope of work may also include the renovation of the Baggage Claim Restrooms, and the Second Floor East and West Restrooms (Based on Owner selected Alternates to the Construction Contract). The Terminal Addition site work is limited to the area contiguous to the proposed Terminal building required for tie-in/re-grading of the apron, and modification of the storm water, utilities, and existing infrastructure. The CA Phase fees were not included as part of the Design Services scope of work, however were contemplated as an added CA Service and separate scope of work. The fees for the CA Phase services, as outlined in Exhibit "A" and in Exhibit "B", will be performed as a Lump Sum Agreement. The CA phase fees and expenses are summarized within Exhibit "C".

A. Assumptions:

During the preliminary discussions with the Airport Staff, regarding the scope of services, several baseline requirements for the proposed Terminal Improvements Phase III (Gates 7-10), were identified:

- In addition to the Terminal Improvements Phase III (Gates 7-10), the restrooms located at the Baggage Claim, and the Second Floor East and West Restrooms, may be renovated and upgraded as funding is available to be consistent with the current level of finish as the restrooms constructed at Gates 2-6, and will be bid as an Alternate to the Construction Contract.
- The construction of the project will need to be phased, such that Gates 7-8 or 9-10 will remain operational at all times; accommodation of passengers as a temporary holding area may include the international arrival-baggage claim room, which would be accessed by passengers from Gates 2-6.
- The retail and restaurant components of the project shall be constructed as part of a future project, and these spaces will remain "as is" or finished to match the new passenger holding room.
- The reconfiguration of Check Point "A" will include a new third passenger and carry-on baggage screening processing lane and re-orientation of the existing TSA equipment and a reconfiguration of the walls within this space. This will be a priority for the Airport.

- All existing elements currently contiguous to Gates 7-10 shall be incorporated into the Terminal Improvements Phase III (Gates 7-10) building addition, where feasible and cost effective and that will serve the ultimate goals of the Airport.
- The interior finishes shall be consistent with the existing interior finishes and shall be matched or improved upon as part of the project construction.
- The passenger seating will match the existing furniture, and will be provided under an allowance; the CA phase services will include procurement assistance for this element.
- Sustainable design concepts, where feasible, will be integrated into the building and site; However, USGBC LEED or sustainable design certification of the design and construction will not be required.
- Water, electrical, data, fire sprinkler, IT/data and sewer connection points will be coordinated with the existing utilities for the building. The Airport intends to update the apron lighting contiguous to the proposed new addition; this may include new masts, and LED lighting, where required to accommodate the new Terminal Improvements Phase III (Gates 7-10). This will be coordinated with the engineering work for power connection. The mast, foundation and new lighting will be part of the apron work completed under a separate contract.
- The Terminal Improvements Phase III (Gates 7-10), building will be constructed using a traditional Design-Bid-Build process.
- RPR full time inspection services during the construction phase will be provided as part of a separate contract, through a separate third party A/E consultant firm.
- Limited A/E of Record Construction Administration (CA) phase services will be completed by Michael Baker International as part of this agreement as outlined in the detailed breakdown of tasks and hours per Exhibit “B”. If additional work is required upon written approval by the Owner, then this will be provided, as an additional service to this agreement. This contract will include limited CA services for the following disciplines: Architectural, Interior Design, Structural, Threshold Inspection, Civil, Mechanical, Electrical, Plumbing, and Fire Protection.
- The scope of services is based on the hours outlined within Exhibit “B”, and no contingency has been included for added services, if these hours are exceeded or the scope of work increases beyond the anticipated CA tasks outlined.

B. Construction Administration Phase Services:

The A/E of Record (Michael Baker International) will provide the following Limited-Construction Administration Phase Services as outlined below, and as per the tasks identified within Exhibits “A” and “B”, both dated October 20, 2015.

C. Task 1. Construction Phase Services

These limited Construction Administration (CA) services will be provided as outlined below. The scope and nature of these services are custom tailored to the Airport’s specific project needs.

Below is a summary list of the limited Construction Administration (CA) services that will be required as part of this CA Services contract for the Airport Terminal Improvement Phase III (Gates 7-10) project and related work, defined by the Contract Documents. These services will be completed as upon request of the Airport. These services may include, but not limited to the following:

- Value Engineering/Cost Reduction Meetings;
- Preconstruction Meeting;
- Regularly Scheduled Progress Meetings and Jobsite Visits – 2 per Month;
- Review and Approval of Monthly Contractor (GC) Pay Applications;
- Review of Shop Drawings and Proposed Substitution Requests;
- Review and Response for Contractor (GC) Generated RFI's;
- Review Generation and Follow-up on Punch Lists;
- Review and Processing of Contractor (GC) Close-out Documents ;
- Threshold Inspection for the New Building Structural Elements;
- General Coordination with all Project Stakeholders (Contractor, Construction Manager (CM/RPR), Subconsultants, Tenants, Airport Staff, etc...); and
- Additional CA Support Services requested by the Airport, as needed.

Deliverables:

- Updates to meeting minutes prepared by the RPR;
- Graphic and narrative responses to the Contractor's Request for Interpretation (RFI's);
- Graphic and narrative attachments to Architectural Supplemental Instructions (A.S.I.'s);
- Interpretations of the intent of the Contract Documents;
- Review comments on the Contractor's Shop Drawings submitted for review;
- Evaluation of proposed value engineering concepts submitted by the Contractor;
- Evaluation of proposed change orders submitted by the Contractor; and
- Punch lists and project close-out reports or other Services requested by the Airport, as needed.

Payment:

Payment for Task 1 – CA Services shall be billed monthly based on the hours incurred. The contract is a Lump Sum Agreement, and any added services will be approved in writing by the Owner prior to the implementation of these services.

A detailed breakdown of services and Michael Baker International's subconsultants is provided within Exhibit "B" - attached. Construction phase testing, air quality monitoring and hazardous material related services are excluded from this CA Services Agreement.

D. Period of Services

This project scope outlined above is anticipated to be complete in 14 to 16 months after the Notice to Proceed. The following phases and times from date of receipt of the notice to proceed from the Airport for each phase of the project will comprise the project timeline:

- Construction: 420-480 calendar days (TBD)
- Project Closeout: 60 calendar days

END OF EXHIBIT “A”

**Exhibit B : Man-hour and Fee Estimate**

A/E (CA Phase Services)

10/20/2015

Agreement No.: Michael Baker International

Gates 7-10 Terminal Addition

St. Pete - Clearwater International Airport Clearwater, Florida

Item/Task Description	Project or Task Not in Contract Designated Below with - <sup>100%</sup>	Principal	Program Manager	Project Manager/Senior Architect	Senior Engineer/Arch/Planner/Scientist/Interior Designer	Engineer/Architect/Planner Scientist	Designer	Technician / Cad Support	Clerical	Total
Hourly Rates (2015 Contract Rates)		\$194.18	\$194.18	\$171.65	\$171.65	\$150.20	\$114.79	\$77.24	\$77.24	
<b>TASK A 1.0 - SCHEMATIC DESIGN PHASE DOCUMENTS/TASKS (Completed in Previous Task)</b>	•									
TASK A 1.0 - SCHEMATIC DESIGN PHASE DOCUMENTS/TASKS (Completed in Previous Task) Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TASK A 1.0 - SCHEMATIC DESIGN PHASE DOCUMENTS/TASKS (Completed in Previous Task) Fee		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
<b>TASK A 2.0 - DESIGN DEVELOPMENT PHASE (30% CD's) (Completed in Previous Task)</b>	•									
TASK A 2.0 - DESIGN DEVELOPMENT PHASE (30% CD's) (Completed in Previous Task) Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TASK A 2.0 - DESIGN DEVELOPMENT PHASE (30% CD's) (Completed in Previous Task) Fee		\$0	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0	\$0.00
<b>TASK A 3.0 - CONSTRUCTION DOCUMENTS (60% - 100% CD's) (Completed in Previous Task)</b>	•									
TASK A 3.0 - CONSTRUCTION DOCUMENTS (60% - 100% CD's) (Completed in Previous Task) Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TASK A 3.0 - CONSTRUCTION DOCUMENTS (60% - 100% CD's) (Completed in Previous Task) Fee		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
<b>TASK 4- BIDDING SERVICES (Completed in Previous Task)</b>	•									
TASK 4- BIDDING SERVICES (Completed in Previous Task) Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TASK 4 - BIDDING SERVICES (NIC.) Fee		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
<b>TASK 5 - CONSTRUCTION ADMINISTRATION (CA)</b>										
General Coordination with the Owner (Ongoing)	•			24.0				12.0		36.0
General Coordination with Stakeholders/Tenants	•									0.0
General Coordination with the Contractor				14.0				6.0		20.0
General Coordination with Sub Consultants & RPR/CM				14.0						14.0
Sustainable Design Reporting and Log (LEED Reporting)	•									0.0
Construction Scheduling Meeting and Project Implementation	•									0.0
Pre-Construction Conference & Agenda Review				2.0				1.5		3.5
Pre-Shop Drawing Submittal Work Session/Plan Review with GC/RPR/CM (Plan Review)				4.0						4.0
PM Weekly OAC Meetings 2 Meetings/Month @ 16 Months (32 meetings)				64.0						64.0
Review & Response/Coordination with RPR/CM & Owner Meeting Agenda, Meeting Minutes, and Action Item List (32 meetings) (Meeting Minutes by RPR/CM)				32.0				14.0		46.0
Site Progress Reviews and Report				32.0						32.0
(Inspections w/OAC Meeting Total 32 Site Visits)										0.0
Div. 2-Site Work				6.5						6.5
Div. 3-Conc				4.5						4.5
Div. 4-Masonry				2.5						2.5
Div. 5-Metals				4.0						4.0
Div. 6-Carpentry/Millwork				4.0		2.5				6.5
Div. 7-Thermal & Moisture/Roof				6.0		4.0				10.0
Div. 8-Doors & Windows/Skylight/Canopies				8.0						8.0
Div. 9-Finishes				6.0						6.0
Div. 10-Specialities				4.5		2.5				7.0
Div. 11 (N/A)	•									0.0
Div. 12 - Furnishings (Seating)				8.0						8.0
Div. 13 N/A	•									0.0
Div. 14-Vertical Circulation	•									0.0
Div. 15-FP				2.5						2.5
Div. 15a-Mech				2.5						2.5
Div. 15b-Plumb				2.5						2.5
Div. 16a-Elec				2.5						2.5
Div. 16b-F/A				2.5						2.5
Field Reports (32) Review & Preparation				64.0				56.0		120.0
<b>Review Shop Drawings/Submittals Div. 1-16</b>										
Div. 2-Site Work				1.5		1.5				3.0
Div. 3-Conc				1.0						1.0
Div. 4-Masonry				1.0		1.0				2.0
Div. 5-Metals				1.5		2.0				3.5
Div. 6-Carpentry/Millwork				1.5		2.0				3.5
Div. 7-Thermal & Moisture/Roof				2.5		4.0				6.5
Div. 8-Doors & Windows/Skylight/Canopies				8.0		4.0				12.0
Div. 9-Finishes				8.0		4.0				12.0
Div. 10-Specialities				2.0		2.0				4.0
Div. 11 (N/A)	•									0.0
Div. 12 - Furnishings (Seating)				4.5						4.5
Div. 13 N/A	•									0.0
Div. 14-Vertical Circulation	•									0.0
Div. 15-FP				1.0						1.0
Div. 15a-Mech				1.5						1.5
Div. 15b-Plumb				1.5						1.5

**Exhibit B : Man-hour and Fee Estimate**

A/E (CA Phase Services)

10/20/2015



Agreement No.: Michael Baker International

Gates 7-10 Terminal Addition

St. Pete - Clearwater International Airport Clearwater, Florida

Item/Task Description	Project or Task Not in Contract Designated Below with - 10/15	Principal	Program Manager	Project Manager/Senior Architect	Senior Engineer/Arch/Planner/Scientist/Interior Designer	Engineer/Architect/Planner Scientist	Designer	Technician / Cad Support	Clerical	Total
Hourly Rates (2015 Contract Rates)		\$194.18	\$194.18	\$171.65	\$171.65	\$150.20	\$114.79	\$77.24	\$77.24	
Div. 16a-Elec				1.5						1.5
Div. 16b-F/A				1.0						1.0
Process Shop Drawings/Submittals Div. 1-14				4.0		8.0		12.0		24.0
Process Shop Drawings/Submittals Div. 15				1.0		3.0		3.0		7.0
Process Shop Drawings Div. 16				1.0		3.0		3.0		7.0
Shop Drawings Log & Update				7.0		14.0		4.0		25.0
Shop Drawings/Submittals Div. 1-16 Coordination with Consultants				6.0		6.0		2.0		14.0
Substitution Requests Review & Coordination (Post Bid)				12.0		6.0		2.0		20.0
Review Pay Applications (16 Months/Part of OAC Meeting)				16.0				4.0		20.0
Review Payrolls, DBE reports, EEO Reports	•									0.0
<b>Review and Respond to RFI's</b>										
Div. 2-Site Work				3.0						3.0
Div. 3-Conc				3.0						3.0
Div. 4-Masonry				3.0						3.0
Div. 5-Metals				2.0						2.0
Div. 6-Carpentry/Millwork				2.0						2.0
Div. 7-Thermal & Moisture/Roof				4.0						4.0
Div. 8-Doors & Windows/Skylight/Canopies										0.0
Div. 9-Finishes				12.0		4.0				16.0
Div. 10-Specialities				4.0						4.0
Div. 11 (N/A)	•									0.0
Div. 12 - Furnishings (Seating)				4.0						4.0
Div. 13 N/A	•									0.0
Div. 14-Vertical Circulation	•									0.0
Div. 15-FP				2.0		4.0				6.0
Div. 15a-Mech				2.0		4.0				6.0
Div. 15b-Plumb	•									0.0
Div. 16a-Elec				2.0		4.0				6.0
Div. 16b-F/A				2.0		4.0				6.0
Coordination of RFI's w/ GC Log and Update				6.0				4.0		10.0
Change Order Resolution (Estimated 1.0 hr/Month) Proposed Evaluation Neg. & Coord., with RPR/CM				14.0		8.0		14.0		36.0
<b>Value Engineering / Cost Reduction</b>										
Meetings w/ Airport Staff and Contractor (4 meetings)				8.0				8.0		16.0
Evaluation of Proposed Substitutions and Responses				8.0		4.0		8.0		20.0
Coordination with Subconsultants				4.0				1.0		5.0
Coordination with Owner/RPR/CM				6.5		2.5		4.0		13.0
Update CD's for V.E. Options				16.0		4.0	8.0	16.0	4.0	48.0
Monthly FAA Progress Reports & Photographs (14 Months)	•									0.0
<b>Project Closeout</b>										
Contractor System Pre-Test Inspections/Review				2.0		4.0				6.0
<b>System Acceptance System/Review</b>										
Div. 15-HVAC				1.0		4.0				5.0
Div. 16-Elec				1.0		4.0				5.0
Div. 16-FA				1.0		4.0				5.0
<b>System Acceptance Test-Debriefing Meeting &amp; Follow Up with GC</b>										
Div. 15-HVAC				1.0		4.0				5.0
Div. 16-Elec				1.0		4.0				5.0
Div. 16-FA				1.0		4.0				5.0
<b>Substantial Completion Inspection / Prep Punch List-(Structure and Finishes)</b>										
Div. 2-Site Work				2.0						2.0
Div. 3-Conc				2.0						2.0
Div. 4-Masonry				2.0						2.0
Div. 5-Metals				2.0						2.0
Div. 6-Carpentry/Millwork				3.0						3.0
Div. 7-Thermal & Moisture/Roof				4.0						4.0
Div. 8-Doors & Windows/Skylight/Canopies				4.0						4.0
Div. 9-Finishes				8.0						8.0
Div. 10-Specialities				4.0						4.0
Div. 11 (N/A)	•									0.0
Div. 12 - Furnishings (Seating)				3.0						3.0
Div. 13 N/A	•									0.0
Div. 14-Vertical Circulation	•									0.0
<b>Substantial Completion Inspection/Prep Punch List (Systems)</b>										
Div. 15-HVAC				2.5		4.0				6.5
Div. 16-Elec				2.5		4.0				6.5
Div. 16-FA				2.5		6.0				8.5
<b>Prepare SC Punch Lists Update and Issue</b>										
Div. 2-Site Work				1.5						1.5
Div. 3-Conc				1.5						1.5
Div. 4-Masonry				2.0						2.0
Div. 5-Metals				4.0				1.0		5.0
Div. 6-Carpentry/Millwork				4.0				1.0		5.0
Div. 7-Thermal & Moisture/Roof				4.0						4.0
Div. 8-Doors & Windows/Skylight/Canopies				4.0						4.0
Div. 9-Finishes				10.0				1.0		11.0
Div. 10-Specialities				5.0				1.0		6.0
Div. 11 (N/A)	•									0.0
Div. 12 - Furnishings (Seating)				2.5						2.5
Div. 13 N/A	•									0.0
Div. 14-Vertical Circulation	•									0.0

**Exhibit B : Man-hour and Fee Estimate**

A/E (CA Phase Services)

10/20/2015

Agreement No.: Michael Baker International

Gates 7-10 Terminal Addition

St. Pete - Clearwater International Airport Clearwater, Florida

Item/Task Description	Project or Task Not in Contract Designated Below with - <sup>100%</sup>	Principal	Program Manager	Project Manager/Senior Architect	Senior Engineer/Arch/Planner/Scientist/Interior Designer	Engineer/Architect/Planner Scientist	Designer	Technician / Cad Support	Clerical	Total
Hourly Rates (2015 Contract Rates)		\$194.18	\$194.18	\$171.65	\$171.65	\$150.20	\$114.79	\$77.24	\$77.24	
Prepare Systems Punch Lists and Issue										0.0
Div. 15-HVAC										0.0
Div. 16-Elec										0.0
Div. 16-FA										0.0
Follow-up Punch List (1) Site Visit Phase Travel Time (Multiple Phases)				16.0					1.5	17.5
Final Inspection/Punch List Items and Update (Multiple Phases)				16.0					1.5	17.5
Review/Submit Record Drawings	•									0.0
Review Contractor's Closeout Documents										
Div. 2 - Site Work	•									0.0
Div. 3-Conc	•									0.0
Div. 4-Masonry	•									0.0
Div. 5-Metals	•									0.0
Div. 6-Carpentry/Millwork	•									0.0
Div. 7-Thermal & Moisture/Roof	•									0.0
Div. 8-Doors & Windows/Skylight/Canopies	•									0.0
Div. 9-Finishes	•									0.0
Div. 10-Specialities	•									0.0
Div. 11 (N/A)	•									0.0
Div. 12 - Furnishings (Seating)	•									0.0
Div. 13 N/A	•									0.0
Div. 14-Vertical Circulation	•									0.0
Div. 15-HVAC	•									0.0
Div. 16-Elec	•									0.0
Div. 16-FA	•									0.0
Post Occupancy Evaluation/Warranty Reviews (6 months after S.C.)	•									0.0
GC Close Out Meeting	•									0.0
Travel Time Allocation (64 Site Visits or Meetings Total)	•			64.0						64.0
Contingency Hours	•									0.0
<b>TASK 5 - CONSTRUCTION ADMINISTRATION (CA) Hours</b>		0.0	0.0	693.0	0.0	150.0	8.0	16.0	169.5	1036.5
<b>TASK 5 - CONSTRUCTION ADMINISTRATION (CA) Fee</b>		\$0.00	\$0.00	\$118,953.45	\$0.00	\$22,530.00	\$918.32	\$1,235.84	\$13,092.18	\$156,729.79
<b>Total Estimated Hours</b>		0.0	0.0	693.0	0.0	150.0	8.0	16.0	169.5	1036.5
<b>Total Estimated Labor Costs</b>		\$0	\$0	\$118,953	\$0	\$22,530	\$918	\$1,236	\$13,092	\$156,729.79
<b>Sub consultants (CA Phase Only)</b>										
Structural Engineering - Masters Consulting Engineers										\$15,250.00
Threshold Inspection - Masters Consulting Engineers										\$18,100.00
Electrical & Lighting Engineering - ASE Engineering										\$9,097.00
Mech., Plumb., & Fire Protection Engineering - ASE Engineering										\$18,024.00
Security and IT Engineering - ASE Engineering										\$1,400.00
Surveying (Grades Building)	•									\$0.00
Surveying (SUE Building)	•									\$0.00
Geotechnical	•									\$0.00
Cost Estimating Consultant (By RPR/CM)	•									\$0.00
Landscape Architect	•									\$0.00
Interior Designer - Construction Administration										\$22,400.00
Interior Designer - Bid Assistance (Carpet, Trees, Mosaics, Seating)	•									\$0.00
Hazardous Materials Surveyor (Terracon)	•									\$0.00
<b>Subtotal Sub-Consultants</b>										\$84,271.00
Admin Fee @10%	10.00%									\$8,427.10
Civil Engineering - Baker - Civil - CA										\$10,500.00
<b>Subtotal Sub-Consultants (Basic Fees)</b>										\$103,198.10
CA Contingency										\$0.00
<b>Sub-total Sub Consultant Fees &amp; Special Services</b>										\$103,198.10
<b>Sub Total Professional Fees (Combined)</b>										\$259,927.89
<b>Expenses</b>										
CA Phase Fees										
CA Phase Printing & Copying (Large Format)										\$2,500.00
Faxes-Allowance	INCLD.									\$0.00
Telephone & Long Distance Calls-Allowance	INCLD.									\$0.00
Travel Expenses-Allowance & Mileage	INCLD.									\$0.00
Meals-Allowance										\$0.00
Shipping Expenses-Allowance										\$400.00
Expense Contingency										\$400.00
Sub Total CA Phase Expenses										
Summary of Expenses Estimate										\$3,300.00
<b>TOTAL NOT TO EXCEED (LUMP SUM) AMOUNT:</b>										\$263,227.89

**EXHIBIT C**  
**SCHEDULE OF FEES / SUMMARY BY PHASE FOR**  
**PIE TERMINAL IMPROVEMENTS PHASE III (GATES 7-10) BUILDING**

Phase		Baker Fees (Lump Sum)	Sub Fees (Lump Sum)	Sub Percentage (Lump Sum)	Subtotal by Phase (Lump Sum)
1.	Architectural Phase Programming	Previous Phase	Previous Phase	--	\$ 0
2.	Schematic Design	Previous Phase	Previous Phase	--	\$ 0
3.	Design Development	Previous Phase	Previous Phase	--	\$ 0
4.	Construction Documents	Previous Phase	Previous Phase	--	\$ 0
5.	Bidding	Previous Phase	Previous Phase	--	\$ 0
6.	Construction	\$156,729.79	\$103,198.10	100%	\$259,927.89
<b>Subtotal:</b>		<b>\$156,729.79</b>	<b>\$103,198.10</b>		<b>\$259,927.89</b>
Combined Total Fee Reimbursable Expenses					\$ 3,300.00
<b>Total Fees:</b>					<b>\$263,227.89</b>
Contingency Services					\$ 0.00
<b>Combined Total Fee:</b>					<b>\$263,227.89</b>