

**PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES
DESIGN SERVICES AGREEMENT**

TABLE OF CONTENTS

SECTION 1 INTENT OF AGREEMENT	2
SECTION 2 SCOPE OF PROJECT	3
2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS	3
2.2 PROJECT PHASES	3
2.3 CONSULTING RESPONSIBILITIES	3
2.4 GENERAL DESIGN CONDITIONS	4
2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS	4
SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT	4
3.1 SEE EXHIBIT "A" – SCOPE OF SERVICES.	4
3.2 BIDDING PHASE	4
3.3 CONSTRUCTION PHASE (To be negotiated as Optional Services)	5
3.4 PROVISIONS RELATED TO ALL PHASES	6
3.5 PERMIT APPLICATIONS AND APPROVALS	7
3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES	7
SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY	8
SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON	8
SECTION 6 PAYMENT GUIDELINES AND CATEGORY OF SERVICES	8
6.1 BASIC SERVICES	8
6.2 OPTIONAL SERVICES	9
6.3 CONTINGENCY SERVICES	9
6.4 ADDITIONAL SERVICES	9
6.5 INVOICING	9
SECTION 7 COMPENSATION TO THE CONSULTANT	10
SECTION 8 PERFORMANCE SCHEDULE	11
SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES	11
SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES	12
SECTION 11 SATISFACTORY PERFORMANCE	12
SECTION 12 RESOLUTION OF DISAGREEMENTS	12
SECTION 13 CONSULTANT'S ACCOUNTING RECORDS	12
SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS	13
SECTION 15 INSURANCE COVERAGE AND INDEMNIFICATION	13
SECTION 16 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246	13
SECTION 17 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986	13
SECTION 18 PROHIBITION AGAINST CONTINGENT FEE	14
SECTION 19 TRUTH IN NEGOTIATIONS	14
SECTION 20 SUCCESSORS AND ASSIGNS	14
SECTION 21 INTEREST ON JUDGMENTS	14
SECTION 22 TERMINATION OF AGREEMENT	14
SECTION 23 AGREEMENT TERM	15
SECTION 24 CONFLICT OF INTEREST	15
SECTION 25 ENTIRE AGREEMENT	15
SECTION 26 PUBLIC ENTITY CRIMES	15
SECTION 27 PUBLIC RECORDS	16
SECTION 28 GOVERNING LAW AND AGREEMENT EXECUTION	17

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR
IN-LINE CHECKED BAGGAGE INSPECTION SYSTEM (CBIS) –
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT, entered into on the 14th day of September, 2016, between PINELLAS COUNTY, a political subdivision of the State of Florida, and Michael Baker International, Inc. with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with the support to develop plans and specifications and perform all other professional engineering services as may be required for the Ticketing "A" Inline Baggage Handling System project at the St Pete-Clearwater International Airport located in Pinellas County, Florida

WHEREAS, the COUNTY desires the CONSULTANT to provide PROFESSIONAL ENGINEERING SERVICES requisite to the development of the PROJECT; and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned Services; and

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

For the purposes of this Agreement the term PROJECT shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the PROJECT, and all PROJECT development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed PROJECT construction documents. The CONSULTANT shall provide the services as shown in EXHIBIT "A" in this Agreement.

Since this is a federally funded PROJECT through the Department of Homeland Security (DHS), all services under this Agreement will need to comply with the DHS Standard Terms and Conditions 2016 identified in Appendix 1 of this Agreement.

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 preparation of a PROJECT design schedule, prepared in Microsoft Project 2013 or later, 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. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for 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 PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. 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 (To be negotiated as Optional Services)

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 subconsultants 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 conditons 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) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
 - 6) Calculations showing probable cost comparisons of various alternatives considered.

- 7) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
- 8) 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. Reproducibles of the COUNTY Engineering Department Standard Drawings applicable to the PROJECT.
 - C. Sample copies of the COUNTY standard contract documents and specifications.
 - D. Preparation of legal (front-end) section of the specifications.

SECTION 5
PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

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

5.1 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 Airport Director or designee as often as reasonably requested and at any point in the design of the PROJECT should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the COUNTY'S best interest.

5.3 The CONSULTANT shall participate in Monthly PROJECT Conferences, or other meetings as required, 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 C 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 Director of the Airport, or designee.

6.3 CONTINGENCY SERVICES

When authorized in writing by the Airport Director or designee, the CONSULTANT shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the PROJECT scope.

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

6.4 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 D).

- A. Soil Analysis/Geotechnical Investigations.
- B. Contamination Assessments/Hazardous Material Analysis (if required).
- C. Payment of Permit Fees (if required).
- D. Printing and Binding Services.

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

All progress reports shall be mailed to the attention of the Airport Engineer, 14700 Terminal Blvd., Suite 221, Clearwater, FL 33762.

CONSULTANT shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

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

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3.10, the COUNTY agrees to pay the CONSULTANT as follows:

- A Lump Sum Fee of: One Hundred Fifty Eight Thousand Seven Hundred Eighty and 00/100 Dollars (\$158,780.00) for Task 1 – Pre-Design & Schematic Design.
- A Lump Sum Fee of: Seventy Thousand Two Hundred Eighty Nine and 00/100 Dollars (\$70,289.00) for Task 2 – Design Development and Construction Documents.
- A Lump Sum Fee of: Two Hundred Eight Thousand Two Hundred Thirty Three and 50/100 Dollars (\$208,233.50) for the Task 3 – Construction Documents.
- A Lump Sum Fee of: Twenty One Thousand Three Hundred Sixteen 00/100 Dollars (\$21,316.00) for Task 4 – Bidding.
- A Lump Sum Fee of: Four Hundred Sixty Seven Thousand Nine Hundred Fifty Two and 00/100 Dollars (\$467,952.00) for Task 5 – Sub Consultant Fees and Special Services.
- A Lump Sum Fee of: Forty Three Thousand Seven Hundred Thirty one and 20/100 Dollars (\$43,731.20) for the Task 6 – Additional Professional Expenses.

The above fees shall constitute the total not to exceed amount of **NINE HUNDRED SEVENTY THOUSAND THREE HUNDRED ONE AND 70/100 DOLLARS (\$970,301.70)** to the CONSULTANT 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 the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

7.2 For the OPTIONAL SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed **Five Hundred Thousand and 00/100 Dollars (\$500,000.00)**.

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 **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** for all assignments performed.

7.4 Total agreement amount **ONE MILLION FIVE HUNDRED SEVENTY THOUSAND THREE HUNDRED ONE and 70/100 Dollars (\$1,570,301.70)**.

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 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 the COUNTY. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

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

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

**SECTION 22
TERMINATION OF AGREEMENT**

22.1 The COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONSULTANT of the intention to cancel. Failure of the CONSULTANT to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of COUNTY. Alternatively, at the COUNTY'S discretion, the COUNTY may provide to CONSULTANT thirty (30) days to cure the breach. Where notice of breach and opportunity to cure is given, and CONSULTANT fails to cure the breach within the time provided for cure, COUNTY reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

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

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

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

SECTION 23 AGREEMENT TERM

This Agreement will become effective on the date of execution first written above and shall remain in effect for **one thousand four hundred eighty (1,480)** 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.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 ENTIRE AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

SECTION 27 PUBLIC RECORDS

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

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Michael Baker International, Inc.

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: [Signature]
Print Name: MARK KISTNER
Title: VICE-PRESIDENT Date: 7/29/16

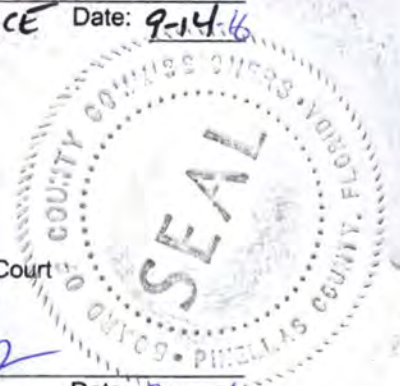
By: [Signature]
Name CHARLE JUSTICE Date: 9-14-16
Chairman

ATTEST:

ATTEST:

By: [Signature]
Print Name: Diane Kronick
Title: Notary Date: 7/29/16

Ken Burke, clerk of the Circuit Court
By: [Signature] Date: 9-14-16
Deputy Clerk



(CORPORATE SEAL)

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney



The Department of Homeland Security Standard Terms and Conditions 2016

The FY 2016 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2016. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form [424B Assurances – Non-Construction Programs](#), or OMB Standard Form [424D Assurances – Construction Programs as applicable](#). Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of [Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

The Department of Homeland Security Standard Terms and Conditions 2016

Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101–12213](#)).

Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

Civil Rights Act of 1964 – Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Civil Rights Act of 1968

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See [24 C.F.R. § 100.201](#)).

Copyright

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 701 et seq.](#)), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

Duplication of Benefits

Any cost allocable to a particular Federal award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other Federal awards to overcome fund

The Department of Homeland Security Standard Terms and Conditions 2016

deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).

Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. § 3729- 3733](#) which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See [OMB Circular A-129](#).

Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. § 2225](#).

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

The Department of Homeland Security Standard Terms and Conditions 2016

Lobbying Prohibitions

All recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at [37 C.F.R. § 401.14](#).

Procurement of Recovered Materials

All recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the [Trafficking Victims Protection Act of 2000](#), (TVPA) as amended ([22 U.S.C. § 7104](#)). The award term is located at [2 CFR § 175.15](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the [Rehabilitation Act of 1973](#), [29 U.S.C. § 794](#), as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The Department of Homeland Security Standard Terms and Conditions 2016

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions of your award.

USA Patriot Act of 2001

All recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

EXHIBIT A
SPECIFIC SCOPE OF SERVICES FOR
PIE TERMINAL IMPROVEMENTS
PHASE IV (TICKETING "A"-IN -LINE-BHS)
BUILDING DESIGN PHASE SERVICES

PROJECT DESCRIPTION:

The St. Pete Clearwater International Airport (PIE) intends to design and construct a full in-line BHS system at Ticketing "A" (or mini-in-line system pending TSA approval), entitled Terminal Improvements Phase IV (Ticketing "A"-In-Line-BHS). The scope of work shall include the A/E services for Pre-Design, Schematic Design, preparation of the Alternative Analysis Report and Preliminary Estimate of Probable Cost/ROM Pricing ROI/Life-cycle cost analysis, the preparation of the Design Development Documents (30% CD's), preparation of Construction Documents (70% - 100% and Permit CD's) (Drawings and Specifications), and the bidding phase services for the development and submission of a Construction-OTA Grant Application to TSA for funding of the BHS Ticketing "A" project; all A/E consultant services shall be in accordance with the TSA's Planning Guidelines and Design Standards (PGDS), latest version at time of Notice to Proceed (NTP) issued by the Airport. The Schematic Design Phases shall include development of (3) three alternate design schemes that will be vetted and evaluated to determine the "Preferred" Alternate. An Alternate Design Analysis Report will be generated including the Return on Investment (ROI)/Life-cycle cost analysis for each of the design alternates. The "Preferred" Alternate – BHS-Design, selected by the Airport and TSA, will be used to further develop the BHS design, as part of the subsequent phases of the project. As part of the Pre-Design and Schematic Design Phase an analysis of the Airport's flight data and verification of growth will be evaluated and assembled as part of a Basis of Design Report Draft (BDR) and verification of existing conditions will be implemented. The Basis of Design Report and the Estimate of Probable Costs/ROM will be updated with each milestone submittal for the Design Development and Construction Document Phases.

The Baggage Handling System (BHS) work will include the expansion of the existing Terminal, reconfiguration of the existing airline offices, and construction of a covered Baggage Make-up area. Site work shall be limited to the area contiguous to the proposed project required for tie-in of the apron, and preliminary evaluation of impacts to the storm water, utilities, existing infrastructure, and the existing Gates 1-3 aircraft-apron hardstands; detailed Architectural, BHS, MEP, FP and Structural engineering and site work-civil engineering Contract Documents (Drawings and Specifications) will be completed as part of this project. This project will integrally and seamlessly fit with the future Airport improvement projects, as outlined in the Airport's Master Plan. The BHS Schematic Design shall be flexible in layout to accommodate various potential future additions, and graphically illustrated (in plan view) to depict how this will be accommodated, such that the BHS project and related improvements do not become a future "throwaway".

The fees for the services for the Ticketing "A" BHS-Schematic Design phase services, as outlined in Exhibit "A" and in Exhibit "B", will be performed as a Lump Sum Agreement.

A. Assumptions:

During the preliminary discussions with the Airport Staff, regarding the scope of the project, several baseline requirements for the proposed Terminal Improvements Phase IV (Ticketing "A"-In-Line-BHS), were identified:

- The Schematic Design Documents shall be in compliance with the latest TSA-PGDS requirements, as of the date of Notice to Proceed (NTP) for this Work Order.
- Multiple Schematic BHS "alternative"-design-schemes will be prepared (three total) to evaluate some possible options and consideration for this phase of the terminal improvements, future projects, and to ensure that the Terminal Improvements Phase IV (Ticketing "A"-In-Line-BHS) building elements can be integrated into the future Airport Terminal phases and will not become a "throw away". The Alternative Design Analysis Report and findings, along with the associated costs for each of the alternative designs; will be prepared and submitted to the Airport and TSA in order to select and approve a "Preferred-Alternate-design scheme.
- The Schematic Design and Preliminary Estimate of Probable Costs/Rough Order of Magnitude (ROM) Pricing and ROI/Life-cycle Costs Analysis of the project will be used by PIE and TSA for approval and determining the BHS "Preferred" Alternate-design-scheme for the ultimate development of the Contract Documents, bidding, obtaining the Construction-OTA/TSA funding grant, and construction of the BHS-In-Line system per the TSA's PGDS requirements, as a jointly funded-project by PIE and TSA.
- The Airport's and TSA's "Preferred"-Alternate-design scheme will be used to further develop and refine the ultimate BHS design as part of this project.
- All existing elements that are contiguous to Ticketing "A" shall be incorporated into the Terminal Improvements Phase IV (Ticketing "A"-In-Line-BHS) building renovation and addition, where feasible and cost effective, and that will serve the ultimate goals of the Airport.
- The Terminal Building's use will be primarily Public, specifically for Airport, Passenger, Airline uses and Non-Public for TSA use, and will expand or modify the existing Ticketing "A" Baggage Screening and Make-up areas in order to improve the capacity and service capabilities of the terminal and improve passenger service.
- The renovation and expanded terminal building will include accommodation of a full in-line Baggage Screening System and will be integrated and seamlessly-dove-tailed into the Airport's future expansion plans, including the construction of the BHS components, new ticket counter conveyors, the reconfigured Airline ticket (Ticketing "A") offices, a relocated passenger arrival Gate 1 and the temporary-relocated-existing Ticketing "A" TSA CBRA facilities (stand-alone EDS machines and roller tables), as required for the proposed Ticketing "A" BHS project.
- The construction of the project will need to be phased, such that the existing Ticketing "A" conveyors, the existing TSA baggage screening, baggage-make-up and existing "occupied" ticket offices, lease space and other Airport facilities will

remain operational at all times. Coordination with the existing Airline(s), TSA, and Airport operations will be critical, particularly with Allegiant Airlines, current charter flights/Airlines, tenants and TSA; TSA's existing Baggage Screening Operations will be temporarily relocated to accommodate the new BHS design.

- The final BHS design, Design Development Documents, Basis of Design Report, Construction Documents, bidding and permit documents will be completed under this contract.
- Site placement of the renovated and expanded Terminal building will be evaluated to ensure that the existing Airport operations will not be impacted.
- The design-character of the building and public access will be consistent with the existing building architectural and interior design style of other Phase I, II & III additions and improvements where public area renovation is needed.
- The interior finishes shall be consistent with the existing interior finishes and shall be matched or improved upon as part of the final design.
- Sustainable design concepts, where feasible, will be integrated into the building and site design; However, USGBC LEED or sustainable design certification of the design and construction will not be required.
- The scope of work will include surveying and "non-destructive" work at the existing Ticketing "A" areas to visually investigate and confirm existing conditions in order to mitigate the cost of un-foreseen conditions where possible.
- Site survey, SUE survey, Hazmat and Geotechnical investigation work will be completed as part of this scope of work. Geotechnical investigation work will not begin until existing utilities have been surveyed and confirmed at the apron areas.
- All preliminary investigation work done will be coordinated with the Airport Security and Operations personnel.
- Water, electrical, data, fire sprinkler, IT/data and sewer connection points will be coordinated with the existing utilities for the building, as part of this scope of work.
- The scope of work will include coordinating with the previous HVAC improvements/upgrades construction project.
- Modification or expansion of the existing parking lots for the Terminal, is not part of the project scope of services; no additional vehicular parking is anticipated for this project. However, coordination with adjacent Airport Improvement projects (Airport Landside Roadway and Parking Lot Improvements), currently in design or construction will be part of the scope of work.
- The Terminal Improvements Phase IV (Ticketing "A"-In-Line-BHS), building renovation/BHS will be constructed using a traditional Design-Bid-Build process.
- Construction Phase Services (CA Phase) will be provided by as part of an additional service to this agreement, as outlined by Exhibit "C" Construction Phase Services dated May 23, 2016.
- RPR full time inspection services during the construction phase will be provided as part of a separate contract, through a separate third party consultant firm.

B. Design Phase Services:

Michael Baker International, Inc., will provide the following Design Phase Services as outlined below, and as per the tasks identified within Exhibits "A" and "B", both dated May 23, 2016.

Task 1. PRE-DESIGN & SCHEMATIC DESIGN PHASE:

Task 1.1– Data gathering and inventory of existing site:

Michael Baker International, Inc. will obtain the available information from the County and the Airport records of existing conditions that may affect the project. Available drawings, surveys, flight data, future projections, existing BHS equipment specs, aerial photos, planning studies, etc. will be obtained and reviewed. A field verification-site-visit will be conducted as part of a visual survey to verify and identify existing conditions, in order to develop an accurate record-plan of the existing terminal building, existing infrastructure, the proposed building/surrounding site and the proposed improvements to the adjoining Apron contiguous to the proposed new addition. Michael Baker International will confirm the amount of space allocated to the various building functions, site constraints, BHS elements, and future building expansion needs of the Airport.

The preparation of a site survey, SUE survey, hazardous material survey & report, limited “destructive” investigation (if required), with no operational or aesthetic impacts to the Airport’s operations, of the existing building structure infrastructure will all be completed as part of the scope of work once the Airport and TSA “Preferred” Alternative Design is determined.

Task 1.2 - Pre-Design Services Phase IV (Ticketing “A”- In-Line-BHS):

Identify key design issues such as: services to be provided by the Terminal Improvements Phase IV (Ticketing “A”-In-Line-BHS) building renovation/addition, scope of operation, Airline and TSA requirements, current flight and growth projections, tenant improvements, baggage make-up requirements, building security, and potential hazards; storage requirements; service and public patron requirements; TSA-PGDS standards and requirements; maintenance requirements; Airport and Airline support spaces and Aircraft parking / service access requirements. Sustainable design concepts will be incorporated into the building design, however USGBC-“LEED” tracking, registration and certification will not be required for this project.

Define and prepare a narrative report description of the proposed alternative-design-BHS Systems and building modifications and program parameters including: TSA-PGDS (current version on date of NTP) requirements, peak passenger processing times, general facility goals description, Airport, TSA, tenant, patron and project stakeholder requirements, space descriptions, area requirement tabulation, equipment list and Airport/TSA objectives.

Deliverables:

Payment for Task 1.1 and Task 1.2 will be made after the following deliverables are received or milestones occur:

- A series of meetings as outlined in Exhibit "B" will be held with the Airport Director, TSA, Airline and key Airport Staff members to discuss and define the program requirements and issues as noted in Tasks 1 and 2 above. Meeting minutes will be provided.
- A narrative of the building program and BHS system requirements, tables of space use requirements for the PIE- Terminal Improvements Phase IV (Ticketing "A"-In-Line-BHS), and required equipment to be accommodated. Draft copies will be provided for review.
- After any comments are received, final copies of the program narrative will be updated and provided. Six (6) sets of the final copies will be provided by Michael Baker International.
- Payment will be made for activities performed in accordance with Task 1.1 and Task 1.2 above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.

Task 1.3 - Schematic site design of the Terminal Improvements Phase IV (Ticketing "A"-In-Line-BHS) Building development:

Prepare Conceptual site plans illustrating the location and size of the Terminal Improvements Phase IV (Ticketing "A"-In-Line-BHS) building; future expansion additions or changes to the contiguous aircraft parking apron and hardstands, and the buildings relationship to airfield and airspace clearances, as well as preliminary control tower sight line verification for any Terminal building modifications. A maximum of two (2) site plan alternatives will be presented. These schematic site plans will be used to coordinate Apron site work improvements and existing site utility infrastructure, to be completed as part of the BHS project. No site utility primary-service improvements for power, sanitary sewer and water are anticipated as part of this project.

Task 1.4 - Schematic Design and Alternative Analysis Design Report of the Terminal Improvements Phase IV (Ticketing "A"-In-Line-BHS) Building development:

Three (3) Alternative floor plans and Baggage Handling System with their corresponding equipment layouts will be developed and presented. Sizes of spaces and uses/names, along with conceptual furniture and equipment layouts will be illustrated. Exterior elevations will define the general height, size, and materials for the construction of the required Terminal building addition or modifications, and BHS design. An ROI/Life-cycle cost analysis shall be prepared for each alternative design, and an Alternative Design Report, per the TSA's PGDS, will be generated as part of this phase of the work.

Deliverables:

Payment for Task 1.3 and Task 1.4 will be made after the following deliverables are received or milestones occur:

- A series of meetings as outlined in the detailed task list, Exhibit "B" will be held with the Airport Director, TSA, Key Airport Staff members, Sub-consultants, the

Airline(s) and Key Project Stakeholders to discuss the design-alternatives created in Tasks 1.3 and 1.4 along with the selection of a Preferred Alternative for the BHS system, the site plan, floor plan, and elevations of the Terminal Improvements Phase IV (Ticketing "A"-In-Line-BHS) project. Copies of the progress drawings and minutes of the meetings will be provided.

- BHS Schematic Design Phase shall also include the following tasks:
 - Data collection and facilities inventory;
 - Evaluation of the Airport's Flight Schedule and projected passengers;
 - Zoning scheme definition and demand estimation;
 - Preliminary Construction Phasing Plans;
 - Preliminary screening alternatives development;
 - Site survey of preliminary screening alternatives;
 - Preliminary screening alternatives evaluation;
 - Preliminary screening alternatives selection;
 - Preliminary Alternative Analysis Report;
 - Selected screening alternative refinement;
 - Staffing level estimates;
 - Preferred screening alternatives selection;
 - Preliminary Basis of Design Report; and
 - Preliminary Estimates of Probable Costs/Rough Order of Magnitude Costs (ROM) and Return on Investment ROI analysis.
- Based on the alternatives evaluation meetings, the "Preferred" Alternate design will be updated based on comments received from the Airport and TSA's representatives, and Key Stakeholders a final presentation meeting will be conducted to present the final design.
- Draft copies of the updated "Preferred" Alternate design will be provided to the Airport representatives for review, followed by a review meeting with TSA's representatives and Key Project Stakeholders.
- After any comments are received from the Airport and TSA's representatives, and Key Project Stakeholders final copies of the plans (building, equipment and site) and elevations of the selected updated "Preferred" Alternate design will be provided. Six (6) sets of the final copies will be provided by Michael Baker International.
- A final presentation meeting with the Airport Director, Airport Staff, TSA's Staff & the Key Project Stakeholders will be conducted to present the final Preferred Alternate design.
- Payment will be made for activities performed in accordance with the subtasks of Task 1.3 and Task 1.4 above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.

Task 1.5 Estimate of Probable Cost/ROM Pricing of the Terminal Improvements Phase IV (Ticketing "A"-In-Line-BHS) Building and site development based on the "Preferred" Alternate design:

Cost allowances will be established for new furnishings, equipment, flooring, signage, construction phase material and system testing and mitigation of unforeseen/hidden

conditions of the existing Terminal. In addition the total project costs shall include estimates of professional services for construction phase project management and administration services, testing, surveys and other non-construction costs directly attributable to the project. The Preliminary Estimate of Probable Costs/ROM for the required demolition and new construction shall be broken down by CSI-Division 01-16 format shall be formatted per the TSA-PGDS requirements identifying eligible and non-eligible-TSA funded costs, and shall include construction administration, and management services, permit fees, bonds; appropriate contingency, and other related costs for construction of the completed project.

The Preliminary Estimate of Probable Costs/ROM shall be conservative for the schematic design phase, including the appropriate contingencies. The life-cycle cost analysis for each of the alternative designs will be generated as part of the Alternative Design Analysis Report.

The Bases of Design Report (BDR) and Estimate of Probable Costs/ROM shall be updated at each major milestone of the project, as part of a separate task for the subsequent and Design Development Phase (30% CD's), and Contract Documents Phase (70% - 100% CD's) submittals as part of this contract.

Deliverables:

Payment for Task 1.5 will be made after the following deliverables are received or milestones occur:

- Draft copies of a table or narrative of the budgetary requirements and Preliminary Estimate of Probable Costs/ROM (per TSA-PGDS guidelines) and ROI/life-cycle cost analysis for each of the alternative designs for the Terminal Improvements Phase IV (Ticketing "A"-In-Line-BHS) project will be provided to the Airport representatives for review with the Schematic Design.
- After any comments are forwarded from the Airport, TSA and the Project Stakeholder representatives, final copies of the Preliminary Estimate of Probable Cost/ROM in the TSA-PGDS required format (with eligible and non-eligible TSA costs identified) will be provided. Six (6) sets of the final copies will be provided by Michael Baker International.
- Payment will be made for activities performed in accordance with Task 1.5 above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.

Task 2. DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT PHASE

Task 2.1 – Design Development Documents (30% CD's)

In accordance with the TSA's PGDS requirements the "Preferred" Alternate design scheme will be finalized and 30% Construction Documents will be developed to include final floor plans, BHS documents, building elevations, site plans, building cross sections, BHS modeling, BHS clearances, outline specifications, and equipment coordination. A meeting

Page A-7

Exhibit "A"

PIE-Terminal Improvements-Phase IV Ticketing "A" BHS Renovation & Expansion

May 23, 2016

with the Authorities Having Jurisdiction (AHJ) will be conducted to review the proposed plans. An updated Estimate of Probable Costs/ROM and BDR will be generated.

Deliverables:

Payment for Task 2.1 will be made after the following deliverables are received or milestones occur:

- A series of weekly progress meetings as outlined in Exhibit "B" will be held with the Airport Director, TSA, Key Staff Members, the Airline(s), Sub-consultants, and Key Project Stakeholders to discuss, review, and refine the building plans and project scope requirements. Meeting minutes will be provided.
- 30% outline specifications will be provided using the CSI-Division 1-16 format. This will include an updated Basis of Design Report and Estimate of Probable Costs/ROM based on revised plans, formatted per TSA-PGDS guidelines.
- A preliminary meeting with the permitting officials Authorities Having Jurisdiction (AHJ) will be conducted during this phase of the project to identify any permitting and coordination requirements that will need to be coordinated with as part of the building and site design.
- The updated Basis of Design Report, updated Estimate of Probable of Costs/ROM and 30% CD's will be generated and reviewed with the Airport Director and Airport Staff followed by a review meeting with TSA's representatives and Key Project Stakeholders to review the submittal.

Task 3 CONSTRUCTION DOCUMENTS PHASE

Task 3.1 – Contract Documents; Bidding and Permit Documents (70% and 100% CD's)

In accordance with the TSA-PGDS requirements the Design Development Documents (30% CD's) will be updated and completed in the subsequent 70% and 100% CD phases of the project delivery process and revisions/updates will be incorporated into Construction Documents (CD's) as outlined within the TSA-PGDS, based on the Airport's, TSA's and Key Project Stakeholders review comments for each milestone submittal. The 70% documents will be submitted to the building department and site regulatory agencies for permit approval. This phase of the project shall also include the preparation of Interior Design, Civil/Site, Mechanical, Electrical, Structural, Fire Protection, Security/IT and Plumbing drawings required for bidding and construction of the facility. The BHS and building design will be coordinated with the Apron site work recently completed under a separate contract and the Airport Landside Roadway and Parking Lot Improvement project. The 100% documents will incorporate any permitting agency and AHJ comments and will be issued for bidding.

Deliverables:

Payment for Task 3.1 will be made after the following deliverables are received or 70% and 100% CD submittals milestones occur:

Page A-8

Exhibit "A"

PIE-Terminal Improvements-Phase IV Ticketing "A" BHS Renovation & Expansion
May 23, 2016

- A series of weekly progress meetings will be held with the Airport Director, TSA and Key Staff Members to discuss, review, and refine the building plans and project scope requirements as outlined in the detailed task list, Exhibit "B". Meeting minutes will be provided.
- Two (2) meetings for each milestone progress submittal (70% and 100% CD's) will be held with the Airport Director, TSA and Key Staff Members and Key Project Stakeholders to review the progress of the Contract Documents (Drawings and Specifications). Meeting minutes will be provided.
- 70% and 100% Drawings, Specifications, the updated Estimate of Probable Costs/ROM and updated BDR will be provided for each milestone submittal. Coordination with the Pinellas County Purchasing Department and the Airport Engineer of the bidding requirements, and project administrative procedures (Divisions 0 and 1), will be provided as part of the 70% specifications. A draft of the front end documents will be provided and a coordination review meeting will be conducted to verify, address any Airport/County staff comments and required updates.
- Six (6) sets of prints and three (3) sets of specifications and a CD with PDF copies will be provided by Michael Baker International for each milestone submittal.
- A final Estimate of Probable Costs/ROM, Basis of Design Report, and final specifications will be prepared and submitted. (Front-end-bidding and procurement specifications and instructions to bidders shall be completed by the Pinellas County or Airport staff, with assistance from Michael Baker International.).
- Permitting documents will be prepared and submitted as part of the 70% phase CDs, and the permit review comments will be incorporated into the 100% documents, along with any final Airport Staff, TSA or Key Project Stakeholder requirements.
- Energy modeling or life cycle cost analysis of the building to comply with USGBC-LEED certification submissions will not be required as part of this scope of services.
- Procurement plans and specifications for Signage, Seating, Art Work & Furnishings, will prepared as separate bid packages by other consultants, and are not part of this scope of services.
- Payment will be made for activities performed in accordance Task 3.1 above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.

Task 4. BIDDING PHASE:

Task 4.1 – Bidding Phase Services:

Assist in the bidding and procurement of the building construction and the services of a General Contractor. This shall include the identification of prospective bidders, and addressing clarifications requested during the bidding process in the form of an addendum.

Deliverables:

Payment for Task 4.1 will be made after the following deliverables are received or milestones occur:

- Prepare a pre-bid meeting agenda and coordinate this with the Airport and County Staff;
- Conduct one (1) pre-bid meeting attendance and one (1) bid evaluation meeting with the Airport Director and project stakeholders. Meeting minutes will be provided;
- Provide responses and clarifications to the bid documents as required by bidders;
- Provide a letter of recommendation of Award of Contract to the lowest and most responsive bidder; and
- A progress report or other means of verification will be provided with each invoice attesting to the work performed.

C. Site Topographic & SUE-Utility Infrastructure Survey:

The site topographic survey and SUE-utility survey will be contracted to define the necessary site data and constraints contiguous to the proposed building addition.

D. Geotechnical Engineering/Investigation:

The Geotechnical Engineer will be contracted to complete the necessary site investigation for both the building foundation and storm water management. These results are necessary for SWFWMD as well as the foundation designer. The results will be made available in the bid package. The geotechnical engineering work will be limited to the proposed building addition footprint and contiguous apron for the proposed building addition.

E. Sanitary Sewer:

Sanitary sewer within the project limits will be designed and constructed as part of this project, and will connect to the existing gravity sewers currently serving the existing Airport Terminal building. No improvements to the primary-service-site sewer piping beyond the project limits or extensions for tie-in at the property line, are included within this scope of work.

F. Electrical Service:

Electrical service within the project limits will be designed and constructed as part of this project, and will connect to the existing electrical service panels for the existing Airport Terminal Building. No improvements to the primary-service-site power beyond the project limits or extension for tie-in at the property line or the connection to (or installation of) the electrical- service-provider-transformers are included within this scope of work. Michael Baker International will coordinate the electrical loads for the proposed improvements as part of this scope of services.

G. Potable Water & Fire Protection-Sprinklers:

Potable water and fire sprinklers for the new Terminal Improvements Phase IV (Ticketing “A”-in-line BHS) Building will be connected to the existing Airport Terminal building infrastructure. No improvements to the primary-service-site water piping are included within this scope of work.

H. Environmental/Hazardous Material Assessment:

The Hazardous Material Scientist will be contracted to complete the necessary site investigation of the building renovation areas. These results are necessary for the EPA approval, demolition permitting and air quality base line conditions and post construction conditions. The results will be made available in the bid package.

I. Landscaping:

No exterior Landscaping is anticipated for this project.

J. Permitting:

The following permits and approvals will be required and obtained for this project:

- Pinellas County Building Permit approval;
- EPA-Hazardous material demo and mitigation approval;
- FAA Airspace Study Checklist & Submittal of FAA Form 7460;
- SWFWMD Construction Permit; and
- An allowance has been established for the site and building permit “plan review” fees, the cost of the building permit will be the General Contractor’s responsibility.

K. Construction Phase Services

These services will be provided as an Additional or Special Service. The scope and nature of these services will be addressed in a separate task order and will be custom tailored to the Airport’s specific project needs. These may include the services and tasks outlined in Exhibit “C”– Construction Phase Services, dated May 23, 2016.

L. Period of Services

This project scope outlined above is anticipated to be complete in 11 to 12 months after the Notice to Proceed. This is based on ten (10) days of Airport and TSA review time for each milestone submittal. The building and site permitting time requirements are to be concurrent with the bidding and contract award activities. 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:

- Pre-Design & Schematic
Design Phase: 90 calendar days
- Design Development Phase

- (30% CD's): 90 calendar days
- Construction Documents Phase
- (70% & 100% CD's): 120 calendar days
- Final CD's: 60 calendar days
- Bidding and Permitting: 60 calendar days
- Award: 30 calendar days
- Construction: 365-420 calendar days (TBD)

M. Specific Exclusions:

The specific services outlined below are not required to be provided as part of the basic scope of services as part of this contract, however may be added as Special Services, if requested by the Airport, upon written approval of the additional fees and costs.

1. 3D Architectural-modeling, BIM or renderings.
2. Environmental services and permitting.
3. Landscaping design.
4. Electrical, water and sewer primary-service-site utility design.
5. Site & High Mast Apron lighting.
6. Wayfinding signage.
7. Parking lot and curbside modifications.
8. Construction Phase Services.
9. Other services specifically excluded within Exhibit "A" or "B".

END OF EXHIBIT "A"

Exhibit B : Man-hour and Fee Estimate

Architecture without CA Phase Services

6/24/2016 - UPDATED

Ticketing "A" BHS System

PIE - St. Pete/Clearwater International Airport , Florida

Michael Baker
 INTERNATIONAL

Item/Task Description	Task Not In Contract Designated Below with - "•"	Principal	Program Manager	Project Manager / Senior Architect	Senior Engineer / Arch / Planner / Scientist / Interior Designer	Engineer / Arch / Planner / Scientist	Designer	Technician / Cad Support	Clerical	Total
2010 Rates (Contract Rates)		\$195.00	\$195.00	\$172.00	\$166.00	\$123.00	\$105.00	\$80.00	\$74.00	
TASK 1- PRE-DESIGN & SCHEMATIC DESIGN PHASE DOCUMENTS (ALTERNATIVE ANALYSIS)										
Project Set Up & Coordination		0.5		3.0		1.0			4.0	8.5
Meetings with PIE Staff-Multiple Meetings to Discuss Approval of the Conceptual Design and Course of Action/Tasks (4 Meetings)				10.0		0.5				10.5
Programming - Conceptual Design & Data Collection		0.5		44.0		10.0	40.0	30.0		124.5
Review PIE Staff Comments & Follow Up Coordination with Consultant Team Members				4.0		0.5				4.5
Field Verification of Existing Structure (Ticketing "A")				3.0						3.0
Coordination of Site Survey SUE Survey & Geotech				8.0				4.0	1.5	13.5
Field Verification of Existing Dimensions & Wall Layout				12.0		10.0	30.0	12.0		64.0
Develop Interior Design Finish Palette and Upgrades	•									0.0
Evaluate Preliminary Alternate Plans - 3 Separate Schemes										
BHS Schematic Plan Scheme "A" - (Automated-In-Line)										
Schematic Plan - Scheme "A"				15.0			50.0	30.0		95.0
Schematic Plan Site Plan - Scheme "A"				6.0			20.0	10.0		36.0
Master Plan Evaluation Scheme "A" & Control Tower Site Line Analysis		1.5		6.0		4.0	20.0			31.5
Cost Estimate Scheme "A"				6.0	3.0				1.5	10.5
BHS Schematic Plan Scheme "B" - (Automated-In-Line)										0.0
Schematic Plan - Scheme "B"				15.0		10.0	50.0	30.0		105.0
Schematic Plan Site Plan - Scheme "B"							15.0	10.0		25.0
Master Plan Evaluation Scheme "B" & Control Tower Site Line Analysis		1.5		14.0		4.0	10.0			29.5
Cost Estimate Scheme "B"				6.0	3.0				1.5	10.5
BHS Schematic Plan Scheme "C" - (Mini-In-Line)										0.0
Schematic Plan - Scheme "C"				20.0		12.0	50.0	30.0		112.0
Schematic Plan Site Plan - Scheme "C"				7.0			15.0	10.0		32.0
Master Plan Evaluation Scheme "C" & Control Tower Site Line Analysis (Not required)	•									0.0
Cost Estimate Scheme "C"				7.0	3.0				1.5	11.5
Conceptual Phasing Plan & Power Point				12.0			30.0	8.0	8.0	58.0
Meeting with Cost Estimator - Develop Cost Estimate (3 Schemes)				7.0			12.0	1.5	2.0	22.5
Basis of Design Report (BDR)/Alternative Analysis Report				44.0	12.0	4.0		6.0	20.0	86.0
Terminal Master Plan Integration for Each Schematic Plan				7.0		10.0	40.0			57.0
Review Meeting with Sub Consultant on Alternate Design Concepts (2-Meetings)				8.0		2.0				10.0
Debriefing Meeting with PIE-Director & Staff to Determine Course of Action for Implementing Final Approved Design Scheme & Master Plan Impact (2 Meetings)				8.0			12.0			20.0
Debriefing Meeting with TSA (2 Meetings)				15.0				1.5	2.0	18.5
Coordination with Consultants on Final Design Scheme and Updates				7.0			12.0			19.0
Coordination with Airlines & TSA (Debrief) (2 Meetings)				7.0				4.0	2.0	13.0
Coordinate Updated Cad Plans and Refinement of Design Schemes Based on Design Meetings				7.0			12.0	16.0		35.0
Cost Estimate Coordination / Update				7.0				2.0	6.0	15.0
Weekly Progress Meetings to Review Design Schemes (12 Meetings)				50.0		16.0		12.0	20.0	98.0
Final Design Review Meeting with PIE Staff (1-Meeting)				6.0					1.0	7.0
Final Design Review Meeting with TSA (1-Meeting)				6.0				1.5	1.0	8.5
Coordination with Consultants on Finalized Preliminary Design.				6.0			12.0	2.0		20.0
Preliminary AHJ Meeting to Discuss/Permitting Requirements				44.5		8.0	14.0	1.0		67.5
Travel Time Allocation - (28 Meetings)	•									0.0
Contingency Hours	•									0.0
TASK 1- PRE-DESIGN & SCHEMATIC DESIGN PHASE DOCUMENTS (ALTERNATIVE ANALYSIS) Hours		4.0	0.0	427.5	21.0	92.0	444.0	221.5	72.0	1282.0
TASK 1- PRE-DESIGN & SCHEMATIC DESIGN PHASE DOCUMENTS (ALTERNATIVE ANALYSIS) Fee		\$780	\$0	\$73,530	\$3,486	\$11,316	\$46,620	\$17,720	\$5,328	\$158,780.00
TASK 2- DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS (30% CD'S)										
Development, Set Up and Refinement of Base Drawings				6.0		6.0	4.0	12.0		28.0
Review and Coordination with Interior Designer on Interior Finishes (1 Meeting)				6.0		3.5	1.0	1.0	1.0	12.5
Meetings with PIE & TSA on Updated Design Concept and Work Progress/ Design Refinement (5 Meetings)				10.0			5.0	5.0	8.0	28.0
Draft/Outline Specifications				12.0		8.0			12.0	32.0
Meeting with Cost Estimator and Coordination/Discussion of Value Engineering Concepts / Cost Estimate Assistance				4.0			0.5	0.5	1.5	6.5
Coordinate Redline BHS & Tenant Layout - Architectural Drawings				3.5			4.0	6.0		13.5
Design Development Documents Update (Plans / Elevations) - Single Design Scheme				24.0		46.0	80.0	120.0		270.0
DD Phase Plotting and Deliverables				1.0				2.5		3.5

Exhibit B : Man-hour and Fee Estimate

Architecture without CA Phase Services

6/24/2016 - UPDATED

Ticketing "A" BHS System

PIE - St. Pete/Clearwater International Airport , Florida

Michael Baker
 INTERNATIONAL

Item/Task Description	Task Not In Contract Designated Below with " - " -	Principal	Program Manager	Project Manager / Senior Architect	Senior Engineer / Arch / Planner / Scientist Interior (Designer)	Engineer / Arch / Planner / Scientist	Designer	Technician / Cad Support	Clerical	Total
2016 Rates (Contract Rates)		\$195.00	\$195.00	\$172.00	\$166.00	\$123.00	\$105.00	\$80.00	\$74.00	
QA/QC of DD Documents and Coordination Meeting with Production Staff		1.0		6.0		1.5	1.5	1.5		11.5
Review Meetings Sub Consultants (2 Meetings)				4.0		4.0		2.5		10.5
Update Phasing Plans and Power Point				8.0			8.0		4.0	28.0
Update Basis of Design Report				8.0					16.0	24.0
Review Meeting with PIE & TSA Staff (2 Meetings)				4.0		4.0		1.0	1.5	10.5
Review Meeting with TSA (1 Meeting)				4.0		4.0		1.5	1.0	10.5
Review Meeting with Airlines (1 Meeting)				2.0		2.0		1.5	1.0	6.5
Tower Site Analysis - Update				2.0				1.0	1.5	4.5
FAA Form 7460				2.0		6.0		2.0	2.0	12.0
Update DD Documents - Based on 1 Meeting				2.5		8.0	15.0	15.0		40.5
Photometric Analysis (Foot Candles) & Energy Analysis Coord.				2.5				1.0		3.5
Airline Office Layout FF & E Documents Coord.				2.5		4.0		5.0		11.5
Meeting with Light Fixture Mfg. & Electrical Engineer				8.0		4.0		1.0	1.0	14.0
Florida Energy Code Coordination				3.0		6.0				9.0
Meeting with Airport Engineer, Director of Security and Fire Chief to Review Fire Alarm System				1.5				1.0	1.5	4.0
Cost Estimate Coordination / Update				16.0		6.0			3.0	25.0
Travel Time Allocation (12 Meetings)	*									0.0
Contingency Hours	*									0.0
TASK 2- DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS (30% CD'S) Hours		1.0	0.0	142.5	0.0	113.0	119.0	189.0	55.0	619.5
TASK 2- DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS (30% CD'S) Fee		\$195	\$0	\$24,510	\$0	\$13,899	\$12,495.00	\$15,120	\$4,070	\$70,289.00
TASK 3- CONSTRUCTION DOCUMENTS PHASE (CD'S) (70% - 100% & PERMITTING)										
Project Kick-Off Meeting with PIE & TSA Staff & Tenants and Consultants (1 Meeting)				4.0		4.0			1.0	9.0
Prepare Construction Documents Interior Finish Plans (flooring / Wall Finishes)										
CS - Cover Sheet - (3 Submittals)				3.0		3.0		6.0	1.0	13.0
Drawing Sheet Index Sheet - (3 Submittals)				3.0		3.0		6.0	1.0	13.0
CI - Code Information and Graphic Standards				8.0		4.0		8.0		20.0
Mounting Hts Details				1.0		2.5		4.0		7.5
UL Design Designs 1				1.0		4.0		6.0		11.0
UL Design Designs 2				1.0		4.0		6.0		11.0
UL Design Designs 3				1.0		4.0		4.0		9.0
UL Design Designs 4				1.0		4.0		4.0		9.0
Wall Types 1				3.5		6.0		10.0		19.5
Wall Types 2				3.5		6.0		10.0		19.5
RP - Reference Plan - First Floor				2.0		4.0		8.0		14.0
RP - Reference Plan - Site Plan				1.5		4.0		6.0		11.5
Demo Floor Plans - Ticketing "A" (3 Phases)				12.0		12.0		20.0		44.0
Project Phasing and Alternates Plan (3 Phases)				12.0		12.0		20.0		44.0
Life Safety Plan / Egress				3.0		6.0		8.0		17.0
Work Areas, Staging Plan & Coordination with Airport Engineer				2.0		6.0		12.0		20.0
Ticketing "A" Floor Plan				6.0		10.0		12.0		28.0
Baggage Make-up Plan				4.0		12.0		12.0		28.0
Temporary CBRA Plan				2.0		6.0		12.0		20.0
Floor Finish Plan				2.0		6.0		18.0		26.0
Wall Finish Plan				2.0		6.0		24.0		32.0
Roof Plan				4.0		10.0		24.0		38.0
BHS/TSA Staff Restroom Plan				4.0		6.0		12.0		22.0
Airline Office Build Out Plan (Coord. w/ tenant)				2.0		2.0	8.0	18.0		30.0
Reflected Ceiling Ref Plan				2.0		8.0	8.0	18.0		36.0
Reflected Ceiling DTL Plan - Ticketing "A"/Counters				4.0		6.0		12.0		22.0
Reflected Ceiling DTL Plan - BHS				2.0		4.0	8.0	18.0		32.0
Reflected Ceiling Plan - Airline Office				2.0		4.0	8.0	18.0		32.0
Exterior Elevations N & S				2.0		4.0	2.0	12.0		20.0
Exterior Elevations E				4.0		6.0	2.0	12.0		24.0
Restroom Interior Elevations Sheet				2.0		4.0	4.0	8.0		18.0
Toilet Accessory Schedule				4.0		3.0	4.0	4.0		15.0
Finish Schedule and Notes Sheet				6.0		3.0	2.0	8.0	4.0	23.0
Door Schedule				4.0		6.0	2.0	8.0		20.0
Building Section 1				4.0		12.0	4.0	12.0		32.0
Building Section 2				8.0		12.0	4.0	12.0		36.0
Door Details				2.0		8.0	4.0			14.0
Wall Section 1				4.0		12.0	12.0	4.0		32.0

Exhibit B : Man-hour and Fee Estimate

Architecture without CA Phase Services

6/24/2016 - UPDATED

Ticketing "A" BHS System

PIE - St. Pete/Clearwater International Airport , Florida

Michael Baker
 INTERNATIONAL

Item/Task Description	Task Not In Contract Designated Below with " * "	Principal	Program Manager	Project Manager / Senior Architect	Senior Engineer / Arch / Planner (Scientist Interior Designer)	Engineer / Arch / Planner / Scientist	Designer	Technician / Cad Support	Clerical	Total
2016 Rates (Contract Rates)		\$195.00	\$195.00	\$172.00	\$166.00	\$123.00	\$105.00	\$80.00	\$74.00	
Wall Section 2				4.0		12.0	12.0	4.0		32.0
Miscellaneous Details				8.0		16.0	6.0	18.0		48.0
Bag Make-Up & Canopy Details				1.5		4.0	8.0	8.0		21.5
Ramp Details				6.0			8.0	24.0		38.0
Roof Details				4.0		8.0	6.0	12.0		30.0
Ceiling Plan Details				3.0		8.0	12.0	12.0		35.0
Coordination with Interior Designer on Public Area Interiors and Details (Redline Drawings)				3.5				8.0		11.5
Coordinate CD's BHS MEP & FP & Security Sub Consultants				6.0				8.0	6.0	20.0
Coordinate CD's - Civil Apron				12.0		8.0		4.0		24.0
Specifications Divs. 2-16 (excluding Div. 14) / Product Research				40.0		16.5	16.0		50.0	122.5
Front End Documents (Specifications)										0.0
Coordination with Airport Engineer & Purchasing Dept.				4.0					2.0	6.0
Redline and Update Div. 0 Specifications				4.0					12.0	16.0
Prepare Bid Form				4.0					6.0	10.0
Prepare Alternates, Allowances & Unit Price Schedule				4.0					6.0	10.0
Div. 01 Administrative Procedures				4.0					8.0	12.0
Meeting with AHJ (Preliminary submittal)				2.0						2.0
Assist with Permitting Applications to AHJ & Meeting				6.0		6.0		4.0	2.0	18.0
Update BDR (70% and 100 %) Submittals				12.0					12.0	24.0
Meeting with Cost Estimator 70% and 100% Updates				8.0				2.0		10.0
70% CD Progress Review Meeting with PIE Staff & Plotting Drawings (2 Meetings)				3.0		3.0		2.0	2.0	10.0
70% CD Review and Staff Coordination & Updates				2.0		1.0	1.0	4.0	4.0	12.0
100% CD Progress Review Meeting with PIE Staff & Plotting Drawings (2 Meetings)				3.0		3.0		2.0	2.0	10.0
100% CD Review and Staff Coordination & Updates				2.0		1.0	1.0	4.0	4.0	12.0
Review Meeting with TSA (1 Meeting)				4.0				1.5	1.0	6.5
Plotting, Signing and Sealing, Finalize & Submit 100% CD's for Construction & Permitting				4.0		4.0		2.0	2.0	12.0
Prepare CD's for Drawing & Specification Submittals				1.0				3.0	3.0	7.0
QA/QC of CD Documents and Coordination (70% and 100%)		3.0		6.0	24.0			8.0	4.0	45.0
Review Meeting with Airport Engineer - Lessons Learned Checklist (1 Meeting)				4.0					1.5	5.5
Coordination Meeting with Consultants (6 Meetings)				6.0		6.0		6.0	6.0	24.0
Follow Up Meeting with PIE Staff Final Permit & Bidding Documents				2.0				1.0	0.5	3.5
Update Photometric Analysis - Coordination				1.0						1.0
Update Light Fixture Selection - Coordination				2.0		2.0				4.0
Cost Estimate Coordination / Update (70% and 100%)				44.0		22.5			6.0	72.5
Travel Time Allocation (32 Meetings - Including Milestone Submittal Meetings)	*									0.0
Weekly Staff (Internal Coordination Meetings) (32 Meetings)				32.0		32.0		32.0	10.0	106.0
Weekly Progress Meetings with Airport Staff & TSA (32 Meetings)				64.0				20.0	32.0	116.0
Contingency Hours	*									0.0
TASK 3- CONSTRUCTION DOCUMENTS PHASE (CD's)										
(70% - 100% & PERMITTING) Hours		3.0	0.0	454.5	24.0	391.5	142.0	605.5	189.0	1809.5
TASK 3- CONSTRUCTION DOCUMENTS PHASE (CD's)										
(70% - 100% & PERMITTING) Fee		\$585	\$0	\$78,174	\$3,984	\$48,155	\$14,910	\$48,440	\$13,986	\$208,233.50
TASK 4- BIDDING PHASE										
<i>Note Project Fee Based on a Design Bid Build Project Delivery, Value Added Design (VE) Analysis is Limited to Specific Hours Noted</i>										
Pre-Bid Conference Agenda and Coordination Meeting with PC Purchasing and PIE Staff				6.0				3.0	6.0	15.0
Pre-Bid Conference (1 Meeting)				5.0					2.0	7.0
Answers to Bidders Questions & Issue Addenda				24.0		14.0		24.0	12.0	74.0
Coordination with PIE Staff & Sub Consultants				4.0		4.0			4.0	12.0
Bid Opening				4.0						4.0
Review Bids for Responsiveness				3.0		2.0			1.5	6.5
Certify Bid Tabs/Award Contract				4.0					3.0	7.0
Value Added Design (VE) Analysis				10.0		6.0			3.0	19.0
Product Substitutions & Document Update				8.0		4.0			1.5	13.5
Assist with Contract Preparation/Change Order & Proposal Request for Pricing				6.0					4.0	10.0
Contingency Hours	*									0.0
Distribution of Plans (By Purchasing Dept.)	*									0.0
TASK 4- BIDDING PHASE Hours		0.0	0.0	74.0	0.0	30.0	0.0	27.0	37.0	168.0
TASK 4- BIDDING PHASE Fee		\$0	\$0	\$12,728	\$0	\$3,690	\$0	\$2,160	\$2,738	\$21,316.00
Total Estimated Hours		8.0	0.0	1098.5	45.0	626.5	705.0	1043.0	353.0	3879.0
Total Estimated Labor Costs		\$1,560	\$0	\$188,942	\$7,470	\$77,060	\$74,025	\$83,440	\$26,122	\$458,618.50

Exhibit B : Man-hour and Fee Estimate

Architecture without CA Phase Services

6/24/2016 - UPDATED

Ticketing "A" BHS System

PIE - St. Pete/Clearwater International Airport , Florida

Michael Baker
 INTERNATIONAL

Item/Task Description	Task Not In Contract Designated Below with - " - "	Principal	Program Manager	Project Manager / Senior Architect	Senior Engineer / Arch / Planner / Scientist / Interior Designer	Engineer / Arch / Planner / Scientist	Designer	Technician / Cad Support	Clerical	Total
2016 Rates (Contract Rates)		\$195.00	\$195.00	\$172.00	\$166.00	\$123.00	\$105.00	\$80.00	\$74.00	
Sub consultants (CDs & Bidding Phase Only)										
BHS Design Consultant & Modeling (JSM)										\$263,975.00
LIDAR Survey (Static)										\$10,000.00
Structural Engineering - Masters Consulting, Inc.										\$35,000.00
Electrical & Lighting Engineering - Advanced Systems Engineering, Inc.										\$19,000.00
Mech., Plumb., & Fire Protection Engineering - Advanced Systems Engineering, Inc.										\$29,500.00
Security and IT Engineering - Advanced Systems Engineering, Inc.										\$3,500.00
Surveying - George F. Young, Inc. (Grades)										\$7,258.00
Surveying - George F. Young, Inc. (SUE)										\$10,539.00
Hazardous Materials - Survey (Asbestos, Lead & Mold) - SM&E										\$11,785.00
Rendering Consultant Artist 3D Model of Building Addition	•									\$0.00
Geotech Engineering & Analysis - SM&E										\$4,895.00
Interior Design - Michael Baker International										\$3,500.00
Subtotal Sub-Consultants										\$398,952.00
Admin Fee (Not Applicable)	•									\$0.00
Civil Engineering & Civil Expenses - Michael Baker International (Adjacent to Ticketing "A" only)										\$69,000.00
Subtotal Sub-Consultants (Basic Fees)										\$467,952.00
Sub-Consultant Contingency	•									\$0.00
Sub-total Sub Consultant Fees & Special Services										\$467,952.00
Sub Total Professional Fees (Combined)										\$926,570.50
Expenses										
Programming Plotting, Printing & Copying	\$60 / Set		18 Sets							\$1,080.00
Preliminary Design Phase Plotting, Printing & Copying / Color Plots	\$125 / Set		20 Sets							\$2,500.00
DD Phase Plotting, Printing & Copying (30%) / Color Plots	\$175 / Set		15 Sets							\$2,625.00
Specifications - Outline (2 Volumes)	\$85 / Set		8 Sets - 2 Submittals - 16 Printed Sets Total							\$1,360.00
CD Phase Plotting (70% & 100% + Permit Set)	\$400 / Set		200 Sheets - 1 Plotted Set - 3 Submittals - 3 Plotted Set Total							\$1,200.00
CD Phase Printing & Copying (70% & 100% + Permit Set)	\$350 / Set		200 Sheets - 8 Sets + 4 - 1/2 Size Sets - 3 Submittals - 32 Printed Sets Total							\$11,200.00
Basis of Design Reports (Concept, DD, 30%, 70% & 100%)	\$150 / Set		30 Sets & CD's							\$4,500.00
Specifications - 70% & 100% (2 Volumes)	\$125 / Set		8 Sets - 2 Submittals - 16 Printed Sets Total							\$2,000.00
Permit Drawings Plotting & Printing	\$400 / Set		200 Sheets - 1 Plotted Set							\$400.00
Permit Fees Allowance (Site Only)										\$4,000.00
Plan Review Fees Allowance (Bldg. only)										\$9,000.00
Color Plots										\$1,500.00
Telephone & Long Distance Calls-Allowance										\$0.00
Local Travel Expenses-Allowance (Mileage Expense Within Hourly Rates Under This Contract)										\$0.00
Meals-Allowance (Meal Expense Within Hourly Rates Under This Contract)										\$0.00
Shipping Expenses-Allowance										\$600.00
TSA Dallas Travel (2 Days - 1 Trip) - Allowance										\$1,766.20
Expense Contingency	•									\$0.00
Summary of Expenses Estimate **										\$43,731.20
TOTAL NOT TO EXCEED AMOUNT:										\$970,301.70
*** Expenses Estimated for Reference Only.										

EXHIBIT C
SPECIFIC SCOPE OF SERVICES FOR
PIE TERMINAL IMPROVEMENTS
PHASE IV (TICKETING "A" IN-LINE-BHS)
CONSTRUCTION PHASE SERVICES

Below is a preliminary list of Construction Administration services that may be required as part of a separate contract for the PIE Terminal Improvements Phase IV (Ticketing "A" In-Line-BHS) project. These services will be completed as a separate task and with separate fees upon request of the Airport. These services may include, but not limited to the following:

- Preconstruction Meeting
- Regularly Scheduled Progress Meetings and Jobsite Visits
- 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
- General Coordination with all Project Stakeholders (Contractor, Construction Manager, Subconsultants, Tenants, Airport Staff, etc....)

END OF EXHIBIT "C"

Pinellas County Hourly Rates-Loaded

PIE Ticketing "A"-BHS

156-0141-NC (SS), In-Line Checked Baggage Inspection System (CBIS)

May 23, 2016

JOB CLASSIFICATION	LOADED RATE/Per hour
Principal/Program Manager	\$195
Project Manager/Senior Associate- Architect	\$172
Senior Engineer/Architect/Planner	\$166
Civil Engineer	\$123
Architect/Planner	\$123
Construction Administrator (*)	\$125
Designer	\$105
Technician/Cad Support	\$80
Admin. Assistant/Clerical	\$74
* Not Construction Management or Inspection	

The hourly rates shown above include direct salary cost, labor overhead, local travel, in-house printing, general and administrative overhead and profit for the above referenced project. These rates shall remain valid through the duration of the Contract. Direct non-salary expenses such as out-of-town travel, meals and lodging/subsistence, out-of-office or large format printing, etc. are not included within the hourly rate.

Sincerely,
MICHAEL BAKER INTERNATIONAL, INC.



Irvin Lee, P.E., F.SAME
Principal-in-Charge



ASE
Advanced Systems
Engineering Inc.

EXHIBIT D

13555 Automobile Blvd. Suite 330
Clearwater, FL 33762

www.ASE2000.com
727 540 9396

May 23, 2016

Mr. William A Hayward, Jr. AIA
Michael Baker International
5020 West Linebaugh Avenue, Suite 240
Tampa, FL 33624
Email: chayward@mbakerintl.com

RE: Professional Consulting Services – Hourly Rates - 156-0141-NC(SS), In-Line Checked Bagage Inspection System (CBIS), Clearwater Airport Ticketing “A” Baggage Handling System

Dear Mr. Hayward,

The following are our hourly rates by position (additional services only) for the above referenced project.

Principal	\$195.00
Project Manager	\$175.00
Senior Engineer	\$166.00
Electrical Engineer	\$140.00
Mechical Engineer	\$140.00
Fire Protection Engineer	\$140.00
Plumbing Engineer	\$140.00
Engineer -EIT	\$ 90.00
Designer	\$ 95.00
CAD Technician	\$ 80.00
Clerical/Admin	\$ 67.00

If you have any questions about this proposal or about any of our assumptions, please call me at your convenience to discuss them. Thank you once again for your consideration.

Sincerely,

David S. Bess, P.E.
Principal/Owner

EXHIBIT D



299 Dr. Martin Luther King Jr. St. N.
St. Petersburg, Florida 33731-0683
Phone: (727) 822-4317
www.georgeyoung.com

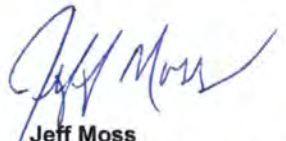
CIVIL & TRANSPORTATION ENGINEERING | ECOLOGY | GIS | LANDSCAPE ARCHITECTURE | PLANNING | SURVEYING | SUBSURFACE UTILITY ENGINEERING

"Pinellas County Rates"

St Peter Clearwater Ticketing "A" BHS 156-0141-NC (SS)
In-Line Checked Baggage Inspection System (CBIS)

JOB CLASSIFICATION	LOADED RATE/Per hour
Principal in Charge	\$170.32
Contract/Project Manager	\$134.24
Surveyor & Mapper	\$134.24
R/W Surveyor and Mapper	\$134.24
Hydrographic Surveyor/GPS Specialist	\$134.24
Utility Manager	\$160.59
Utility Coordinator	\$110.99
Geographic Information Systems Manager	\$134.24
Survey/GIS Technician	\$74.62

Crews	LOADED RATE/Per hour
1 Person Survey Crew	\$94.62
2 Person Survey Crew	\$121.66
3 Person Survey Crew	\$163.84
4 Person Survey Crew	\$206.02
Utility Designating Crew (SUE)	\$232.67
Utility Locating Crew (SUE)	\$240.79


Jeff Moss
Vice President, Utilities
5/23/2016



May 23, 2016

To: Mr. William Hayward, AIA
Michael Baker International
5020 West Linebaugh Ave, Suite 240
Tampa FL 33624

From: John Majewski
JSM & Associates
730 East Fifth Avenue
Mt. Dora, FL 32757

RE: St. Pete-Clearwater International Airport (PIE) - Professional Consulting Services Hourly Rates
156-0141-NC, Inline Checked Baggage Inspection System (CBIS)

Dear Chip,

JSM & Associates is pleased to provide MBI with JSM's professional service rates to apply to additional work requests not covered in the original scope of work proposed for the Ticketing "A" BHS design for St. Pete-Clearwater International Airport (PIE).

State of Florida Rates	
Job Classification	Loaded Rate / Hour
Principal in Charge	\$ 195.00
Sr. Project Manager	\$ 155.00
Project Manager	\$ 135.00
Mechanical Engineer	\$ 110.00
Electrical Engineer	\$ 115.00
BHS Controls Engineer / Programmer	\$ 125.00
Simulation Engineer	\$ 135.00
BHS Specialist	\$ 110.00
Design / CADD	\$ 65.00
Administration	\$ 55.00

* Additional travel will be billed at \$.54/mile

Respectfully,

A handwritten signature in black ink, appearing to read "John Majewski", written over a horizontal line.

John Majewski



EXHIBIT D 5523 WEST CYPRESS ST., STE. 200
TAMPA, FLORIDA 33607
P (813) 287-3600 F (813) 287-3622

101 NE THIRD AVENUE, STE. 1500
FT. LAUDERDALE, FLORIDA 33301
P (954) 210-7671 F (813) 287-3622

5950 LAKEHURST DR., STE. 183
ORLANDO, FLORIDA 32819
P (407) 351-2384 F (813) 287-3622
www.mcengineers.com

May 23, 2016

William A. Hayward Jr. AIA
Senior Associate/Architect
Michael Baker International
5020 West Linebaugh Avenue, Suite 240
Tampa, Florida 33624

Re: MCE Hourly Rate Table
St. PETE-CLEARWATER AIRPORT TICKETING "A"-BHS
156-0141-NC(SS), IN-LINE CHECKED BAGGAGE INSPECTION SYSTEM(CBIS)

Chip,

Here is our current rate table for this project.

Title	Billing Rate
Senior Principal	160.98
Principal	107.30
Project Manager	107.30
Engineer	73.77
Senior CAD Tech II	76.17
CAD Tech I	55.80
Clerical / Admin.	64.17

If you have any questions concerning this matter, please do not hesitate to contact us.

Thank you,

Master Consulting Engineers, Inc.

Robert Bell, P.E.
Principal



May 23, 2016

S&ME, INC.
Schedule of Rate Values

**ST. Pete – Clearwater International Airport – Ticketing “A” BHS
156-0141-NC(SS), In-line Checked Baggage Inspection System (CBIS)**

Professional Services

Classification	Hourly Rate
Principal Engineer	185
Project Manager	165
Senior Scientist	135
Senior Engineer	135
Project Scientist	115
Project Engineer	115
Staff Scientist	95
Staff Engineer	95
Construction Manager	115
Senior Technician	75
Technician	65
Florida Licensed Asbestos Consultant	175
Industrial Hygienist	105
Industrial Hygienist Technician	85
GIS Specialist	115
CADD Operator	75
Senior Clerical	65
Clerical	55

Nacole L. Caputo, MBA, CIE
Project Manager

Michael L. Schackne, PG
Principal/Area Manager

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. INSURANCE:

- a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Policy shall include work done at Airfields/Airports. .

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract. Policy shall include coverage for work done at Airfields/Airports.

Limits	
Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.