

SECOND AMENDMENT

This Amendment made and entered into this 24 day of April, 2018, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Michael Baker International, Inc., Tampa, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on March 15, 2016, pursuant to Pinellas County Contract No. 112-0413-CN (hereinafter "Agreement") pursuant to which the Contractor agreed to provide professional construction administration engineering services associated with the terminal improvements phase 3 project at the St. Pete-Clearwater International Airport for the County; and

WHEREAS, Section 25 of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement.

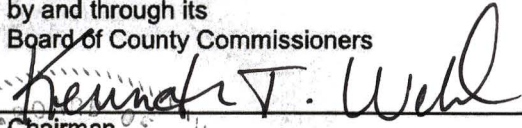
NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. The term of the contract is hereby extended through October 26, 2019, and the not-to-exceed compensation amount increased by \$200,474.83.
2. Exhibit "A" attached hereto is incorporated into the Agreement
2. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.


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

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

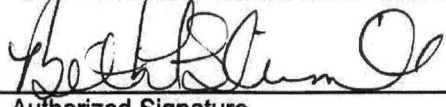
PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

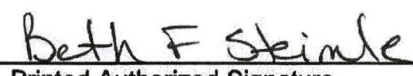

Chairman

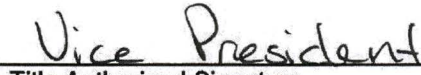

ATTEST:
KEN BURKE


Deputy Clerk

CONTRACTOR: Michael Baker International


Authorized Signature


Printed Authorized Signature


Title Authorized Signature

APPROVED AS TO FORM

By:

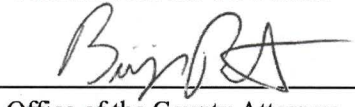

Office of the County Attorney

Exhibit "A"
St. Pete-Clearwater International Airport
FAA CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS

1. GENERAL CIVIL RIGHTS PROVISIONS. The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

2. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Exhibit "A"
St. Pete-Clearwater International Airport
FAA CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination 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. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Agreement No.: Michael Baker International
Gates 7-10 Terminal Addition
St. Pete - Clearwater International Airport
Clearwater, Florida

Item/Task Description	Project or Task Not in Contract Document Below with:	Principal	Program Manager	Project Manager/Senior Architect	Senior Engineer/Architect/Planner/Scientist/Interior Designer	Engineer/Architect/Planner/Scientist	Designer	Technician / Cad Support	Clerical	Total
Hourly Rates (2018 Contract Rates)		\$194.18	\$194.18	\$171.05	\$171.05	\$150.20	\$114.79	\$77.24	\$77.24	
TASK A 1.0 - SCHEMATIC DESIGN PHASE DOCUMENTS/TASKS (Completed in Previous Task)	*									
TASK A 1.0 - SCHEMATIC DESIGN PHASE DOCUMENTS/TASKS (Completed in Previous Task) Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TASK A 1.0 - SCHEMATIC DESIGN PHASE DOCUMENTS/TASKS (Completed in Previous Task) Fee		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
TASK A 2.0 - DESIGN DEVELOPMENT PHASE (30% CD's) (Completed in Previous Task)	*									
TASK A 2.0 - DESIGN DEVELOPMENT PHASE (30% CD's) (Completed in Previous Task) Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TASK A 2.0 - DESIGN DEVELOPMENT PHASE (30% CD's) (Completed in Previous Task) Fee		\$0	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0	\$0.00
TASK A 3.0 - CONSTRUCTION DOCUMENTS (60% - 100% CD's) (Completed in Previous Task)	*									
TASK A 3.0 - CONSTRUCTION DOCUMENTS (60% - 100% CD's) (Completed in Previous Task) Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TASK A 3.0 - CONSTRUCTION DOCUMENTS (60% - 100% CD's) (Completed in Previous Task) Fee		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
TASK 4 - BIDDING SERVICES (Completed in Previous Task)	*									
TASK 4 - BIDDING SERVICES (Completed in Previous Task) Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TASK 4 - BIDDING SERVICES (NIC) Fee		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
TASK 5 - CONSTRUCTION ADMINISTRATION (CA)										
General Coordination with the Owner (Ongoing)				24.0				12.0		36.0
General Coordination with Stakeholders/Tenants	*									0.0
General Coordination with the Contractor				14.0				6.0		20.0
General Coordination with Sub Consultants & RPR/CM				14.0						14.0
Sustainable Design Reporting and Log (LEED Reporting)	*									0.0
Construction Scheduling Meeting and Project Implementation	*									0.0
Pre-Construction Conference & Agenda Review				2.0				1.5		3.5
Pre-Shop Drawing Submittal Work Session/Plan Review with GC/RPR/CM (Plan Review)				4.0						4.0
PM Weekly OAC Meetings 4 Meetings/Month @ 9 Months (36 meetings)				108.0						108.0
Review & Response/Coordination with RPR/CM & Owner				32.0				14.0		46.0
Review Meeting Agenda, Meeting Minutes, and Action Item List (36 meetings) (Meeting Minutes by RPR/CM)				36.0						36.0
Site Progress Reviews and Report										0.0
(Inspections w/OAC Meeting Total 32 Site Visits)										0.0
Div. 2-Site Work				6.5						6.5
Div. 3-Conc				4.5						4.5
Div. 4-Masonry				2.5						2.5
Div. 5-Metals				4.0						4.0
Div. 6-Carpentry/Millwork				4.0		2.5				6.5
Div. 7-Thermal & Moisture/Roof				6.0		4.0				10.0
Div. 8-Doors & Windows/Skylight/Canopies				8.0		4.0				12.0
Div. 9-Finishes				6.0		4.0				10.0
Div. 10-Specialties				4.5		2.5				7.0
Div. 11 (N/A)	*									0.0
Div. 12 - Furnishings (Seating)				8.0						8.0
Div. 13 N/A	*									0.0
Div. 14-Vertical Circulation	*									0.0
Div. 15-FP				2.5						2.5
Div. 15a-Mech				2.5						2.5
Div. 15b-Plumb				2.5						2.5
Div. 16a-Elec				2.5						2.5
Div. 16b-F/A				2.5						2.5
Field Reports (36) Review & Preparation				72.0				56.0		128.0
Review Shop Drawings/Submittals Div. 1-16										0.0
Div. 2-Site Work				1.0		1.0				2.0
Div. 3-Conc				1.0						1.0
Div. 4-Masonry				0.5		0.5				1.0
Div. 5-Metals				1.0		4.0				5.0
Div. 6-Carpentry/Millwork				1.5		2.0				3.5
Div. 7-Thermal & Moisture/Roof				2.5		6.0				8.5
Div. 8-Doors & Windows/Skylight/Canopies				4.5		12.0	6.0			22.5
Div. 9-Finishes				2.5		8.0				10.5
Div. 10-Specialties				2.0		6.0				8.0
Div. 11 (N/A)	*									0.0
Div. 12 - Furnishings (Seating)				1.0		2.0				3.0
Div. 13 N/A	*									0.0
Div. 14-Vertical Circulation	*									0.0
Div. 15-FP				0.5		2.0				2.5
Div. 15a-Mech				0.5		2.0				2.5
Div. 15b-Plumb				0.5		2.0				2.5
Div. 16a-Elec				1.0		2.0				3.0
Div. 16b-F/A				1.0		2.0				3.0
Process Shop Drawings/Submittals Div. 1-14				4.0		16.0	8.0	12.0		40.0
Process Shop Drawings/Submittals Div. 15				1.0		4.0	4.0	3.0		12.0
Process Shop Drawings Div. 16				1.0		4.0	4.0	3.0		12.0
Shop Drawings Log & Update				2.0		16.0		4.0		22.0
Shop Drawings/Submittals Div. 1-16 Coordination with Consultants				6.0		6.0	4.0	2.0		18.0
Substitution Requests Review & Coordination (Post Bid)				6.0		12.0	8.0	2.0		28.0
Review Pay Applications (9 Months/Part of OAC Meeting)				18.0			5.0	5.0		28.0
Review Payrolls, DBE reports, EEO Reports	*									0.0
Review and Respond to RFIs										0.0
Div. 2-Site Work				1.0						1.0
Div. 3-Conc				1.0						1.0
Div. 4-Masonry				0.5						0.5
Div. 5-Metals				1.0		1.0				2.0
Div. 6-Carpentry/Millwork				2.0						2.0
Div. 7-Thermal & Moisture/Roof				1.0		2.0				3.0
Div. 8-Doors & Windows/Skylight/Canopies				1.0		4.0				5.0
Div. 9-Finishes				2.0		4.0				6.0
Div. 10-Specialties				2.0		2.0				4.0

Agreement No.: Michael Baker International
Gates 7-10 Terminal Addition
St. Pete - Clearwater International Airport
Clearwater, Florida

Item/Task Description	Project or Task Not in Contract Designated Below with -	Principal	Program Manager	Project Manager/Senior Architect	Senior Engineer/Architect/Planner/Scientist/Interior Designer	Engineer/Architect/Planner/Scientist	Designer	Technician / Cad Support	Clerical	Total
Hourly Rates (2015 Contract Rates)		\$194.18	\$194.18	\$171.65	\$171.65	\$150.20	\$114.79	\$77.24	\$77.24	
Div. 11 (N/A)	*									0.0
Div. 12 - Furnishings (Seating)				1.0		1.0				2.0
Div. 13 N/A	*									0.0
Div. 14-Vertical Circulation	*									0.0
Div. 15-FP				1.5		2.0				3.5
Div. 15a-Mech				1.0		2.0				3.0
Div. 15b-Plumb	*									0.0
Div. 16a-Elec				1.5		2.0				3.5
Div. 16b-F/A				0.5		1.0				1.5
Coordination of RFI's w/ GC Log and Update				4.0		8.0			4.0	16.0
Change Order Resolution (Estimated 2.0 hrs/Month) Proposed Evaluation										
Neg. & Coord., with RPR/CM				18.0		9.0			9.0	36.0
Value Engineering / Cost Reduction										
Meetings w/ Airport Staff and Contractor (4 meetings)				8.0					8.0	16.0
Evaluation of Proposed Substitutions and Responses				4.0		6.0	8.0		8.0	26.0
Coordination with Subconsultants				2.0		2.0			1.0	5.0
Coordination with Owner/RPR/CM				6.5		2.5			4.0	13.0
Update CD's for V.E. Options				4.0		16.0	16.0	16.0	4.0	56.0
Monthly FAA Progress Reports & Photographs (9 Months)	*									0.0
Project Closeout										
Contractor System Pre-Test Inspections/Review				2.0		4.0				6.0
System Acceptance System/Review										
Div. 15-HVAC				1.0		4.0				5.0
Div. 16-Elec				1.0		4.0				5.0
Div. 16-FA				1.0		4.0				5.0
System Acceptance Test-Debriefing Meeting & Follow Up with GC										
Div. 15-HVAC				1.0		4.0				5.0
Div. 16-Elec				1.0		4.0				5.0
Div. 16-FA				1.0		4.0				5.0
Substantial Completion Inspection / Prep Punch List-(Structure and Finishes)										
Div. 2-Site Work				1.0		1.0				2.0
Div. 3-Conc				1.0		1.0				2.0
Div. 4-Masonry				1.0		1.0				2.0
Div. 5-Metals				2.0		2.0				4.0
Div. 6-Carpentry/Millwork				1.5		2.0				3.5
Div. 7-Thermal & Moisture/Roof				2.0		2.0				4.0
Div. 8-Doors & Windows/Skylight/Canopies				3.0		3.0				6.0
Div. 9-Finishes				4.0		4.0				8.0
Div. 10-Specialties				4.0		4.0				8.0
Div. 11 (N/A)	*									0.0
Div. 12 - Furnishings (Seating)				2.0		2.0				4.0
Div. 13 N/A	*									0.0
Div. 14-Vertical Circulation	*									0.0
Substantial Completion Inspection/Prep Punch List (Systems)										
Div. 15-HVAC				2.5		4.0				6.5
Div. 16-Elec				2.5		4.0				6.5
Div. 16-FA				2.5		6.0				8.5
Prepare SC Punch Lists Update and Issue										
Div. 2-Site Work						1.5				1.5
Div. 3-Conc						1.5				1.5
Div. 4-Masonry						2.0				2.0
Div. 5-Metals						4.0		1.0		5.0
Div. 6-Carpentry/Millwork						4.0		1.0		5.0
Div. 7-Thermal & Moisture/Roof						4.0				4.0
Div. 8-Doors & Windows/Skylight/Canopies						4.0				4.0
Div. 9-Finishes						10.0		1.0		11.0
Div. 10-Specialties						5.0		1.0		6.0
Div. 11 (N/A)	*									0.0
Div. 12 - Furnishings (Seating)						2.5				2.5
Div. 13 N/A	*									0.0
Div. 14-Vertical Circulation	*									0.0
Prepare Systems Punch Lists and Issue										
Div. 15-HVAC										0.0
Div. 16-Elec										0.0
Div. 16-FA										0.0
Follow-up Punch List (1) Site Visit Phase Travel Time (Multiple Phases)				8.0		16.0			1.5	25.5
Final Inspection/Punch List Items and Update (Multiple Phases)				8.0		16.0			1.5	25.5
Review/Submit Record Drawings	*									0.0
Review Contractor's Closeout Documents (By CM/RPR)										
Div. 2 - Site Work	*									0.0
Div. 3-Conc	*									0.0
Div. 4-Masonry	*									0.0
Div. 5-Metals	*									0.0
Div. 6-Carpentry/Millwork	*									0.0
Div. 7-Thermal & Moisture/Roof	*									0.0
Div. 8-Doors & Windows/Skylight/Canopies	*									0.0
Div. 9-Finishes	*									0.0
Div. 10-Specialties	*									0.0
Div. 11 (N/A)	*									0.0
Div. 12 - Furnishings (Seating)	*									0.0
Div. 13 N/A	*									0.0
Div. 14-Vertical Circulation	*									0.0
Div. 15-HVAC	*									0.0
Div. 16-Elec	*									0.0
Div. 16-FA	*									0.0
Post Occupancy Evaluation/Warranty Reviews (6 months after S.C.)	*									0.0
GC Close Out Meeting	*									0.0
Travel Time Allocation (44 Site Visits or Meetings Total)	*			44.0		22.0				66.0
Contingency Hours	*									0.0
TASK 5 - CONSTRUCTION ADMINISTRATION (CA) Hours		0.0	0.0	592.0	0.0	347.5	63.0	16.0	165.5	1184.0
TASK 5 - CONSTRUCTION ADMINISTRATION (CA) Fee		\$0.00	\$0.00	\$101,616.80	\$0.00	\$52,194.50	\$7,231.77	\$1,235.84	\$12,783.22	\$175,062.13
Total Estimated Hours		0.0	0.0	592.0	0.0	347.5	63.0	16.0	165.5	1184.0
Total Estimated Labor Costs		\$0	\$0	\$101,617	\$0	\$52,195	\$7,232	\$1,236	\$12,783	\$175,062.13
Unused Balance of MBI-Supplemental CA Phase Fees										-\$38,500.00
Net Added CA Phase Fees for March-November 2018										\$136,562.13

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Gates 7-10 Terminal Addition
St. Pete - Clearwater International Airport
Clearwater, Florida

Item/Task Description	Project or Task Not in Contract Designated Below with -	Principal	Program Manager	Project Manager/Senior Architect	Senior Engineer/Arch Planner/Scientist/Interior Designer	Engineer/Architect/Planner/Scientist	Designer	Technician / Cad Support	Clerical	Total
Hourly Rates (2015 Contract Rates)		\$194.18	\$194.18	\$171.65	\$171.65	\$150.20	\$114.79	\$77.24	\$77.24	
Sub consultants (Added CA Phase Only March - November 2018)										
Structural Engineering - Masters Consulting Engineers										\$16,207.00
Threshold Inspection - Masters Consulting Engineers										\$8,250.00
Electrical & Lighting Engineering - ASE Engineering										\$5,000.00
Mech., Plumb., & Fire Protection Engineering - ASE Engineering										\$6,930.00
Security and IT Engineering - ASE Engineering										\$1,450.00
Surveying (Grades Building)	*									\$0.00
Surveying (SUE Building)	*									\$0.00
Geotechnical	*									\$0.00
Cost Estimating Consultant (By RPR/CM)	*									\$0.00
Landscape Architect	*									\$0.00
Interior Designer - Construction Administration										\$8,500.00
Interior Designer - Bid Assistance (Carpet, Trees, Mosaics, Seating)	*									\$0.00
Hazardous Materials Surveyor (Terracon)	*									\$0.00
Subtotal Sub-Consultants										\$46,337.00
Admin Fee @10%	10.00%									\$4,633.70
Civil Engineering - Baker - Civil - CA										\$9,642.00
Subtotal Sub-Consultants (Basic Fees)										\$60,612.70
CA Contingency										\$0.00
Sub-total Sub Consultant Fees & Special Services										\$60,612.70
Sub Total Professional Fees (Combined)										
										\$197,174.82
Expenses										
CA Phase Fees										
CA Phase Printing & Copying (Large Format)										\$2,500.00
Faxes-Allowance	INCLD.									\$0.00
Telephone & Long Distance Calls-Allowance	INCLD.									\$0.00
Travel Expenses-Allowance & Mileage	INCLD.									\$0.00
Meals-Allowance										\$0.00
Shipping Expenses-Allowance										\$400.00
Expense Contingency										\$400.00
Sub Total CA Phase Expenses										
Summary of Expenses Estimate										\$3,300.00
TOTAL NOT TO EXCEED (LUMP SUM) AMOUNT:										\$200,474.83