

CONTRACT FOR PROFESSIONAL ENGINEERING & ARCHITECTURAL SERVICES
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
Sarasota Bradenton International Airport
AND
SWEET SPARKMAN ARCHITECTS

Project Title: 15th Street Airport Observation Area Project

This Contract is made and entered into this 5 day of May, 2022 by and between the Sarasota Manatee Airport Authority, a political subdivision of the State of Florida, (hereinafter referred to as the "Authority"), and Sweet Sparkman Architects (hereinafter, referred to as the "Consultant"), 2168 Main St., Sarasota, FL, 34237. The Contract is effective on the date of execution by the Authority.

WITNESSETH:

The parties hereto agree that the services to be performed by the Consultant under this Contract, the objectives and conditions of the Contract, the fees to be paid for such services, and the time of performance of this Contract shall be as described below:

Item 1 - Scope of Services

The Consultant shall perform the services as outlined in the attached Scope of Services, and incorporated by reference into this contract. Time is of the essence and completion of Consultant's work as authorized under this contract shall be completed within the time period set forth herein.

Item 2 - General Conditions

- A. Basic Data Provided by Authority - The Authority shall make available to the Consultant such appropriate data and information as are available to the Authority and under its control.
- B. Coordination - Continuing coordination shall be maintained with the Authority to assure applicability of the findings with respect to specific local conditions and compatibility with the Authority's general policies and goals.
- C. Representatives - To expedite the undertaking of services performed under this Contract and to permit the coordination of materials, commitments and correspondence, the Authority hereby designates the Kent D. Bontrager, C.M., P.E., Senior Vice President of Engineering, Planning & Facilities, or designee as its representative, and the Consultant hereby designates Todd M. Sweet, AIA, LEED, AP as its representative to whom all correspondence, materials, requests for conferences and other similar data shall be directed.
- D. Time of Performance - The Consultant shall commence as soon as practicable, but not before the execution of this Contract. The Consultant shall complete all services to the reasonable satisfaction of the Authority on or before November 30, 2022.
- E. Compensation - The Authority agrees to pay the Consultant a lump sum amount of **ninety-eight thousand, two hundred fifty dollars (\$98,250.00)**.

F. Method of Payment - The Authority shall pay the Consultant for services in Item 1, Scope of Services, in accordance with statements to be submitted by the Consultant to the Authority. Such statements shall be submitted monthly and shall cover services performed during the preceding month.

G. Availability of Records –
Books and Records

During the period of this Contract and for three years thereafter, the Consultant shall keep any and all information, materials, and data of every kind and character including without limitation records, books, papers, and documents in accordance with generally accepted accounting principles that may in the Authority's judgment pertain to any matters or obligations covered by the Contract. Such records shall also include, but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations). Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, correspondence, change order file, back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends to the extent necessary to adequately permit evaluation and verification of:

- a) Consultants compliance with Contract Requirements, and
- b) Compliance with provisions for pricing change orders, invoices or claims submitted by the Consultant or any of its payees.

The Consultant shall require all payees (i.e. subconsultants/suppliers) to comply with the provisions of this article by insertion of the requirements in any Contract between the Consultant and the payee; such requirements to include flow-down right of the audit provision to all payees.

Audits and Inspections

The Consultant's records shall be open to inspection and subject to audit and/or reproduction during normal business working hours. An Authority representative or outside representative engaged by the Authority may perform such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

The Consultant shall provide, at its sole cost and expense the books of account and records requested by the Authority for audit within sixty (60) calendar days of receiving a written request. If the books of account and records are kept at locations other than the Airport, the Consultant shall arrange for them to be brought to a location convenient to the auditors for the Authority, or the Consultant may at its option transport the Authority audit team to the Consultant's headquarters for purposes of undertaking said audit. In such event, the Consultant shall pay reasonable costs of transportation, food and lodging for the Authority's audit team. There may be no limitation in the scope of the examination that would hinder the Authority or its authorized representative in testing the accuracy of the claims submitted.

An audit report will be issued by the Authority or its representative and made available to the Consultant. Consultant shall have thirty (30) calendar days to comment in writing on the audit report. Failure of Consultant to submit written comments shall constitute acceptance of the audit report as issued.

Any adjustments and/or payment which must be made as a result of any such audit or inspections of the Consultants' invoices and/or records shall be made

within a reasonable amount of time (not to exceed 90 days) from presentation of the Authority's findings to the Consultant.

If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Consultant to the Authority in excess of one-half of one percent (.5%) of the total Contract billings the reasonable actual cost of the Authority's audit shall be reimbursed to the Authority by the Consultant.

H. PUBLIC RECORDS LAW, CONFIDENTIALITY:

Vendors should be aware that all submittals provided with a bid are subject to public disclosure and will not be afforded confidentiality. All proposal documents or other materials submitted by all bidders in response to this bid will be open for inspection by any person and in accordance with Chapter 119, Public Records Law, and as amended, Florida Statutes. The Vendor shall agree to comply with public records laws, and shall, specifically:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services;
2. Provide the public with access to public records on the same term as and conditions as the Authority would provide the records and at a cost that does not exceed the cost provided in Ch. 119 or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
4. Meet all requirements for retaining public records and transfer, at no cost, to the Authority all public records in possession of the Vendor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

I. Termination - This Contract may be terminated, in whole or in part, at any time upon not less than 24 hours written notice, by the Authority if the Consultant is in material breach of any of the provisions of this Contract. In the event of such termination, (1) all finished and unfinished documents, data studies, surveys, drawings, maps, and reports prepared by the Consultant pursuant to this Contract shall become the property of the Authority and shall be delivered by the Consultant to the Authority and (2) the Consultant shall be entitled to receive just and equitable compensation for all work satisfactorily completed on such documents and other materials or labor, said compensation to be based on the time and expense records kept in accordance with Paragraph G, provided that such compensation (together with all compensation previously paid under this Contract) shall not exceed the percentage of all work completed times the total compensation established by Paragraph E.

J. Insurance - The Consultant shall obtain and maintain throughout the term of this Contract, comprehensive public liability and property damage insurance in limits of not less than \$1,000,000.00. The Consultant shall furnish automobile liability insurance, and proof of Workers Compensation or Employers' Liability Insurance as required by the Laws of the State of Florida, covering all persons employed by the Consultant in the performance of the duties described herein. Prior to proceeding with the services hereunder, the Consultant shall furnish an original Certificate of Insurance evidencing the existence of such insurance coverage. The Authority

shall be named as an additional insured on the liability policies.

PROFESSIONAL LIABILITY: The awarded firm(s) shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000 with a deductible not to exceed \$100,000. The deductible shall be the responsibility of the Consultant.

This policy must be continued or tail coverage provided for two years after completion of the project.

- K. Assignability – The Consultant shall not assign any interest in this Contract and shall not transfer any interest in this Contract without the prior written consent of the Authority.
- L. Interest of the Consultant – The Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Contract. No person having such interest shall be employed by the Consultant.
- M. Title VI Assurance: Obligations of the Consultant – During the performance of this Contract, the Consultant agrees as follows:
1. To comply with the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time, which are herein incorporated by reference and made part of this Contract.
 2. With regard to the services hereunder, the Consultant shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in discrimination prohibited by Title 49, Section 21.5 of the Federal Regulations.
 3. In all solicitations either by competitive bidding or negotiation made by the Consultant in connection with the services to be performed under a subcontract, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the regulations prohibiting discrimination on the grounds of race, color, or national origin.
 4. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such sanctions as it or the appropriate federal agency may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under this Contract until the Consultant complies,
 - b. Cancellation, termination, or suspension of this Contract, in whole or in part.
 5. To include the provisions of paragraph L.1 through L.4 above in every subcontract, including Contracts for the procurement of materials and leases of equipment.
- N. Licenses and Permits – The Consultant shall at all times maintain and comply with all licensing and permitting requirements of state and local authorities. Prior to

proceeding with the services hereunder, the Consultant shall furnish a copy of its licensure and the permit to the Authority evidencing the existence of such permit.

- O. Badging Safety and Security (as applicable) - Bidder's officers, invitees, employees, suppliers, and agents must abide by all applicable security regulations of the Authority and the Transportation Security Administration (TSA).

Any of bidder's officers, invitees, employees, suppliers, and agents who require unescorted access to any areas of the Airport where access is controlled for security reasons must make application for, and wear, Airport security badges. Those individuals must submit personal data for a Security Threat Assessment conducted by the FBI as required by Part 1542 of Federal Transportation Regulations and attend a security training session conducted by the Authority's Operations Department.

At the time the application is made, bidder is responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge for any persons to whom this provision applies. The current fees are \$10 per badge and \$29 per threat assessment. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a \$50 fee.

Any of bidder's officers or employees who will be required to drive inside secured Airport areas must attend and successfully pass an Airport approved driver training program. No vehicle shall be driven on the Airport without the driver possessing a valid State issued operator's license. No vehicle shall be driven on the Airport without proper identification (company logo or airport decal), proper safety marking (amber beacon or orange checkered flag) and proper insurance coverage. All drivers must comply with Section 3 of the Sarasota Bradenton International Airport Operating Rules & Regulations handbook.

No person who is authorized to drive inside secured Airport areas shall enter, cross or be present on any runway or taxiway pavement or safety areas without an approved airport escort. Any violation of this clause is subject to immediate suspension of the offender's airport access and a fine of up to \$10,000.

Details and form are available on the airport's website at www.srq-airport.com, then "Airport Business", then "Badging".

Item 3 - Miscellaneous

- A. Notices - Any notice hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person, or by telegram or telex, or by the deposit of it in the United States mail, registered or certified, postage prepaid, addressed to the party to whom such notice is being given at such party's address provided below:

To the Authority: Kent D. Bontrager, C.M., P.E.
Senior Vice President, Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243

To the Consultant: Todd M. Sweet, AIA, LEED AP
Sweet Sparkman Architects
2168 Main Street
Sarasota, FL 34237

Any notice not given as above shall, if it is in writing, be deemed given if and when actually received by the party to whom it is required or permitted to be given.

- B. Governing Law - This Contract shall be governed by and construed in accordance with Florida law. Venue for any action brought pursuant to this Contract shall be in the Twelfth Judicial Circuit Court, Sarasota County, Florida.
- C. Captions - The captions to the sections, subsections, and paragraphs in this Contract are inserted for convenience only and shall not affect the construction or interpretation of this Contract.
- D. Counterparts and Duplicate Originals - This Contract and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument.
- E. Entire Contract - This Contract, together with the attachments hereto, constitutes the entire Contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous Contracts and understandings of the parties in connection herewith. No supplement, modification, or amendment of this Contract or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto.
- F. Severability - Any provision hereof prohibited by or unlawful or unenforceable under any applicable law shall be ineffective without affecting any other provision of this Contract. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract shall be deemed to be a valid and binding agreement in accordance with its terms.
- G. Attorney's Fees - In the event of any action to enforce or construe the provisions of this Contract, the prevailing party in such action (including in any bankruptcy proceeding) shall be awarded costs and reasonable attorney's fees in the defense or prosecution thereof as part of the judgment eventuating in such action.
- H. Immigration Reform and Control Act - Consultant acknowledges, and without exception or stipulation, Consultant shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Consultant to comply with the laws referenced herein shall constitute a breach of the Contract and the Authority shall have the discretion to unilaterally terminate said Contract immediately.
- I. Third Parties - Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third persons to any party to this Contract, nor shall any provision give any third person any right of subrogation or action over or against any party to this Contract.

- J. Remedies; Waiver - The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available at law or in equity. The exercise of any remedy by either party shall not be deemed an election of remedies. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision hereof or right hereunder (whether or not similar), nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.
- K. Indemnity and Hold Harmless Requirements - Consultant shall indemnify and hold harmless the Authority, 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 this Contract.
- L. Ownership of Work - At the time of the completion of the work, the Consultant shall deliver to the Authority all results and proceeds of the services performed under this agreement of any nature whatsoever and in whatever form (paper documents, electronic files, or otherwise) that are created, prepared, produced, authored, edited, or modified in the course of performing the Consultant's services under this agreement, including, without limitation, all tracings, plans, specifications, maps, reports, schematics, renderings, drawings, elevations, sections, and designs (collectively, the "Works"). To the fullest extent under the law, the Consultant acknowledges and agrees that the Authority is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Works, including all confidential, proprietary, intellectual property, and other rights therein. The Authority shall have the unrestricted right (but not any obligation), in its sole and absolute discretion, to use any Work, and no royalty or other consideration shall be due or owing to the Consultant or any individual or entity as a result of such activities; provided that any reuse of a Work other than for the specific purpose intended hereunder will be at Client's sole risk and without liability or legal exposure to the Consultant or its subcontractors. Without limiting the generality of the foregoing, the Consultant specifically agrees that, to the extent permitted by law, each Work consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Authority. In the event that, for any reason, all or any portion of any of the Works is not found to be owned by the Authority or otherwise does not constitute, or fails to be, a "work made for hire," the Consultant hereby irrevocably assigns to the Authority, without additional consideration, all right, title, and interest the Consultant may have or acquire in and to such Works throughout the world, including all intellectual property rights therein (including, for the avoidance of doubt, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding to the foregoing throughout the world). To the extent any copyrights are assigned under this Section, the Consultant hereby irrevocably waives, to the extent permitted by applicable law, any and all claims it may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" or *droit moral* in relation to all works of authorship to which the assigned copyrights apply. The Consultant will require each of its employees and contractors to execute written agreements containing obligations consistent with the provisions of this Section prior to such employee or contractor providing any services under this agreement. Nothing contained in this Agreement shall be construed to reduce or limit the Authority's right, title, or interest in any Work or any rights therein so as to

be less in any respect than the Authority would have had in the absence of this Agreement.

- M. Further Assurances – Each of the parties hereto shall, from time to time at the request of the other party, furnish to the other party such further information or assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things, in each case as may be reasonably necessary or desirable to carry out the provisions of this agreement and give effect to the transactions contemplated hereby. This provision will survive termination of this agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Contract for Consulting Services has been executed in duplicate, by the respective parties hereto. A facsimile or electronic (including "pdf") copy of this Contract, and any amendments thereto, and any signatures thereon, shall be considered for all purposes as an original. Alternatively, such documents may be executed by electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

Warranty of Authority: Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party.

AUTHORITY:

SARASOTA MANATEE AIRPORT AUTHORITY

BY: 

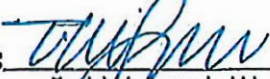
Title: Chairman

OR

Title: President, CEO Fredrick J. Piccolo, A.A.E.

CONSULTANT:

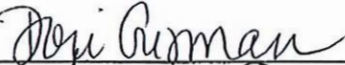
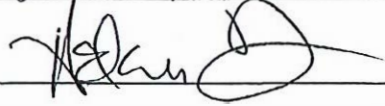
SWEET SPARKMAN ARCHITECTS

BY: 


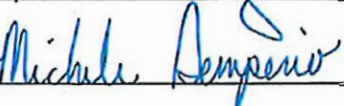
Todd M. Sweet, AIA, LEED, AP

Title: Principal

WITNESSES as to Authority:

1. 
2. 

WITNESSES as to Consultant:

1. 
2. 

SWEETSPARKMAN

ARCHITECTURE & INTERIORS

October 18, 2021

Mr. Kent Bontrager, P.E., Senior Vice President
Engineering, Planning and Facilities
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, Florida 34243

Re: **SRQ – 15th Street Airport Observation Area Project**
Professional Design Services Agreement

Dear Kent:

Sweet Sparkman Architects and Interiors (“SSAI”, or “Architect”) is pleased to present this Agreement to the Sarasota Manatee Airport Authority (the “Owner”) for professional design services in connection with the SRQ – 15th Street Airport Observation Area Project (the “Project”) located at the Sarasota-Bradenton International Airport at 6000 Airport Circle. Our project understanding, scope of services and fees are described below.

Project Understanding

SSA will provide design, permitting/bidding and construction phase services for a new Observation Area to be located at 15th Street in Manatee County, Florida. The anticipated improvements include:

- A. Aluminum shade structure canopy
- B. Information Rail
- C. Precast concrete seating
- D. Site Improvements to include landscape design, lighted parking area, bike racks, lawn, lighted bollards, emergency light pole, beacon relocation and slab on grade for observation platform. Additional parking areas may consider crushed shell groundcover.
- E. Provide anti ram barrier (concrete and cable rails)
- F. Provide speakers for air-traffic control connection
- G. Provide curb-cuts and access from 15th St./Old Bradenton Road to project site
- H. Permitting will be through Manatee County Government
- I. Provide design for playground equipment

Scope of Services

Based on our understanding of the project, SSA proposes to provide professional design services as described in the following phases. Each phase shall be approved by the Owner in writing prior to beginning the next phase of work. SSA’s services include the following engineering consultant services:

2168 Main Street, Sarasota, FL 34237 USA

T 941.952.0084

F 941.952.0201

www.sweetsparkman.com

AA26000857

- A. Snell Engineering Consultants - Structural Engineering
- B. ME3 Consulting Engineers – Electrical Engineering (MEPFP)
- C. Hanson Professional Services Inc. – Civil Engineering
- D. Hyatt – Surveying
- E. Geotech Testing – Universal Engineering
- F. Cost Estimating – Magnum Builders

Task A – Design Documentation and Preliminary Design

- A. SSA shall review the program and other information furnished by the Owner, and shall review codes and regulations applicable to SSA’s services.
- B. SSA shall prepare a preliminary evaluation of the Owner’s program, schedule, budget, site, and the proposed procurement or delivery method, and other initial information, to ascertain the requirements of the project. SSA shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- C. SSA shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction. SSA shall reach an understanding with the Owner regarding the requirements of the project.
- D. Based on the Project’s requirements agreed upon with the Owner, SSA shall prepare and present for the Owner’s approval a preliminary design illustrating the scale and relationship of the Project components.
- E. Based on the Owner’s approval of the preliminary design, SSA shall prepare conceptual layouts and/or alternatives for the Owner’s approval. The conceptual layouts shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, section and elevations. Preliminary narrative selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- F. SSA shall submit the conceptual layouts to the Owner, and request the Owner’s approval.
- G. SSA will provide cost estimating services and provide an opinion of probable cost based on the approved conceptual layout.
- H. Design documentation and preliminary design phase includes up to (2) meetings with Owner and stakeholders when applicable (i.e. rental car companies).

Deliverables:

- 1. Meeting Notes from each of the meeting(s) that clearly notes the decisions made and the changes identified.
- 2. Preliminary plans to include:
 - Vicinity Plan
 - Preliminary Site Plan
 - Preliminary Exterior Elevations

- Engineering narratives describing design criteria, system analysis, and options

Task B – Schematic Design

- A. Based on the Owner’s approval of the conceptual layouts, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSA shall prepare Schematic Design Documents for the Owner’s approval.
- B. The Schematic Design Documents shall illustrate and describe the development of the approved conceptual layouts and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, and electrical systems, and such other elements as may be appropriate. The Schematic Design Documents shall also identify major materials and systems and establish in general their quality levels.
- C. The Architect shall submit the Schematic Design Documents to the Owner and request the Owner’s approval.
- D. SSA will update the estimate of the Cost of the Work based on the Schematic Design Documents.
- E. Schematic Design Phase includes up to (3) meetings with Owner when applicable.

Deliverables:

3. Meeting Notes from each of the meeting(s) that clearly notes the decisions made and the changes identified.
4. Schematic Architectural plans to include:
 - Architectural Site Plan
 - Roof Plans
 - Exterior Elevations
 - Typical Wall Sections
 - Engineering narratives describing design criteria, system analysis, and options
5. Preliminary Engineering narratives to describe the structural and electrical building systems.
6. Preliminary civil engineering plans

Task C – Final Design Phase: Preparation of Plans and Specifications

- A. Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, SSA shall prepare Construction Documents for the Owner’s approval.
- B. The Construction Documents shall illustrate and describe the further development of the approved Schematic Design Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for

Page 3

the construction of the work, in a manner consistent with locally accepted standards for professional skill and care.

- C. SSA shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- D. The Owner and SSA acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which SSA shall review in accordance with the Construction Administration Phase outlined below.
- E. The Architect shall submit the Construction Documents to the Owner and request the Owner's approval.
- F. Construction Document Phase includes up to (3) meetings with the Owner when applicable.

Deliverables:

- 1. Meeting notes from each of the meeting(s).
- 2. Construction Documents to include:
 - Site/Floor Plan
 - Ceiling Plans
 - Roof Plan
 - Exterior Elevations
 - Wall Sections
 - Electrical Plans / Details
 - Vicinity Plan
- 3. Civil Engineering Grading, Drainage and Utility plans
- 4. Technical Specifications in book format
- 5. SSA to provide CAD files of Conformed Documents for the Owner's use. Hard copies and electronic versions will be provided.

Task D – Bidding and Permitting Services

- A. Based upon Owner's approval of the Construction Documents, provide permitting necessary (unless specifically excluded below) to achieve signed/sealed drawings ready for the Contractor's bidding process and/or construction.
- B. Submission of Construction Documents to applicable agencies for permit processing
- C. Attend Pre-bid meeting, provide written responses to Bidder questions.
- D. Answer review questions required by permitting agencies and GC. Assembly of addenda material and information as may be required to clarify issues.
- E. Consultant should evaluate bids and determine the low responsive bid based upon project documents (may include reviewing licenses, work history, preparing a bid tabulation, checking match, confirming contractor has met DBE requirements, and other contract

requirements). After evaluation is complete, Consultant shall provide owner with their recommendation to award to the low responsive bidder.

Deliverables:

1. Bid Tabulation
2. Letter of Recommendation

Task E – Construction Services are not included in this scope of work

Services Not Included

Any other services, including but not limited to the following, are not included in this agreement (see also Information Provided by Owner below).

- A. Environmental Services
- B. Plan Review or Permit Fees
- C. Hazardous Materials and Toxic Waste Services
- D. LEED consulting and certification services
- E. Photovoltaic (PV) Design
- F. 3D physical presentation model
- G. Prolonged Construction Administration services.
- H. Significant changes or modifications to the design after Owner approval of design phase.
- I. Signage and wayfinding services
- J. Stormwater/Environmental Permitting (to be performed by Owner's consultant)
- K. Historical/Informational Panels research & layout

Information Provided by Owner

- A. The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements.
- B. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project.
- C. SSA shall verify the accuracy and completeness of Owner's documentation.
- D. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction of the Work and to provide price information.

Fees and Reimbursable Expenses

SSA will perform the Scope of Services described above for lump sum fees as follows:

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

Basic Professional Services:	Lump Sum Fee
Task A – Design Documentation and Preliminary Design	
Architectural	\$ 8,400.00
Structural	\$ 500.00
MEPFP	\$ 1,764.00
Schematic Design - TOTAL	\$10,664.00
Task B – Schematic Design	
Architectural	\$ 8,400.00
Structural	\$ 1,500.00
MEPFP	\$ 1,764.00
Design Development - TOTAL	\$11,664.00
Task C – Final Design Phase: Prepare Plans and Specifications	
Architectural	\$ 9,500.00
Structural	\$ 1,500.00
MEPFP	\$ 4,410.00
Construction Documents - TOTAL	\$15,410.00
Task D – Bidding and Permitting Services	
Architectural	\$ 4,000.00
Structural	\$ 262.00
Bidding and Permitting - TOTAL	\$ 4,262.00
TOTAL BASIC PROFESSIONAL SERVICES	\$42,000.00

The following Additional Services will be included as part of this Agreement:

Included Additional Services:

Surveying Services	\$3,800.00
Cost Estimating (2 estimates)	\$7,500.00
Landscape Architecture/Irrigation Design	\$5,500.00
Playground Design	\$1,650.00
Geotechnical Services	\$4,000.00
Civil Engineering	\$31,800.00
TOTAL INCLUDED ADDITIONAL SERVICES	\$54,250.00

DIRECT COSTS – REIMBURSABLE EXPENSE ALLOWANCE:	\$2,000.00
TOTAL PROJECT FEES (EXCLUDING REIMBURSABLE EXPENSES):	\$ 98,250.00

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

Reimbursable expenses, such as travel, postage and printing costs, will be billed according to the schedule shown on Exhibit A – Sweet Sparkman Architects Schedule of Professional Hourly Billing Rates.

Fees and reimbursable expenses will be invoiced monthly based upon the percentage of services completed or actual services performed and expenses Incurred as of the invoice date. Payment will be due upon receipt of invoice.

Schedule

SSA proposes the following milestone schedule for the Project. Milestone schedule begins [2] weeks after receipt of executed agreement.

Activity	Task Duration (Calendar Days)	Milestone Days (from Notice to Proceed)
Task A – Design Documentation and Preliminary Design	45	45
Task B – Schematic Design	45	90
Task C – Final Design Phase: Prepare Plans and Specifications	60	150
Task D – Bidding and Permitting Services	60 (est.)	210
TOTAL DESIGN PHASE DURATION	-	210

Thank you for the opportunity to provide professional design services for this project. Please contact me if you have any questions.

Sincerely,
Sweet Sparkman Architects. Inc.

Todd M. Sweet, AIA, LEED AP
Principal
tsweet@sweetsparkman.com

Enclosures:

- Exhibit A – Sweet Sparkman Architects Schedule of Professional Hourly Billing Rates

**Sweet Sparkman Architecture and Interiors
Schedule of Professional Hourly Billing Rates**

Effective through December 31, 2021

Professional Services:

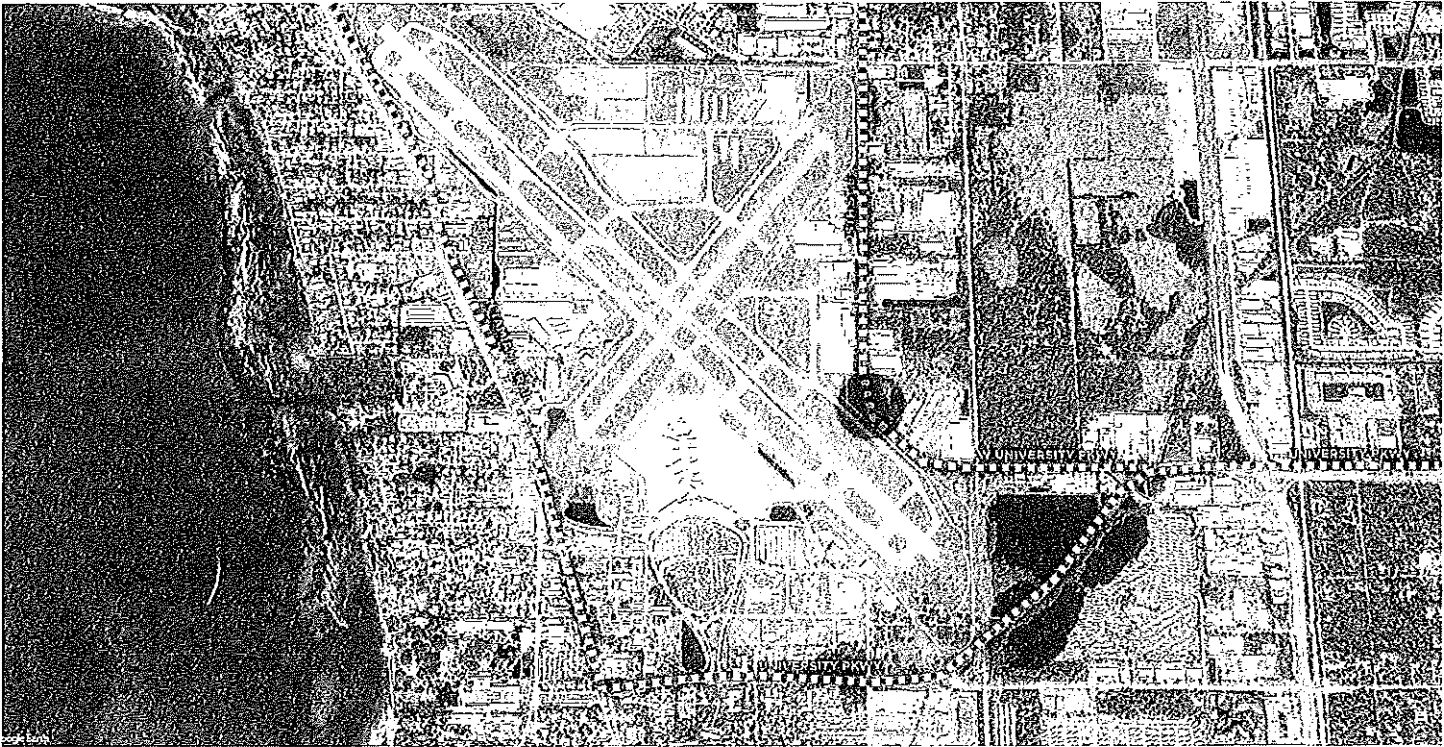
Senior Principal	\$195.00
Principal	\$175.00
Project Manager	\$155.00
Project Architect	\$140.00
Project Designer	\$110.00
Designer/CAD technician	\$ 95.00
Lead Interior Designer	\$150.00
Interior Designer	\$135.00
Clerical / Procurement	\$ 70.00

Reimbursable Expenses:

Reproductions	Cost plus 10%
Travel	Reimbursable at the prevailing rate per the IRS
Other reimbursable expenses include, but not limited to: Postage, photography, supplies, warehousing, etc.	Cost plus 10%
Consultants	Cost plus 10%
In-house Printing: B&W 8.5 x11	\$.12 /each
In-house Printing: B&W 11 x 17	\$.24 /each
In-house Printing: Color 8.5 x 11	\$.60 /each
In-house Printing: Color 11 x 17	\$ 1.20 /each
In-house B&W plots	\$ 5.00 /each
In-house color plots	\$ 10.00 /each
Bank Transfer Fees	Wire Fee plus 10%

Updated: 12/24/20

LOCATION



FAWLEYBRYANTARCHITECTURE
SMART BEAUTIFUL SPACES

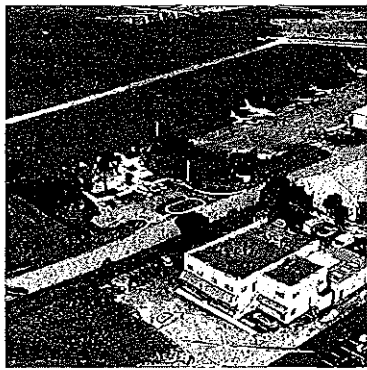
SIC SARASOTA
BRADENTON
INTERNATIONAL

SRQ AIRPORT OBSERVATION DECK

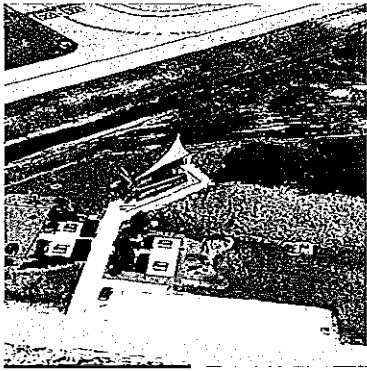
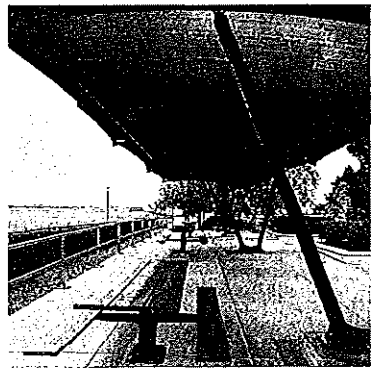
AIRPORT VIEWING PLATFORMS



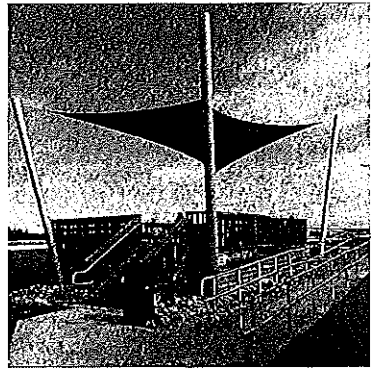
PARKING CONCEPT



FORT LAUDERDALE



NAPLES



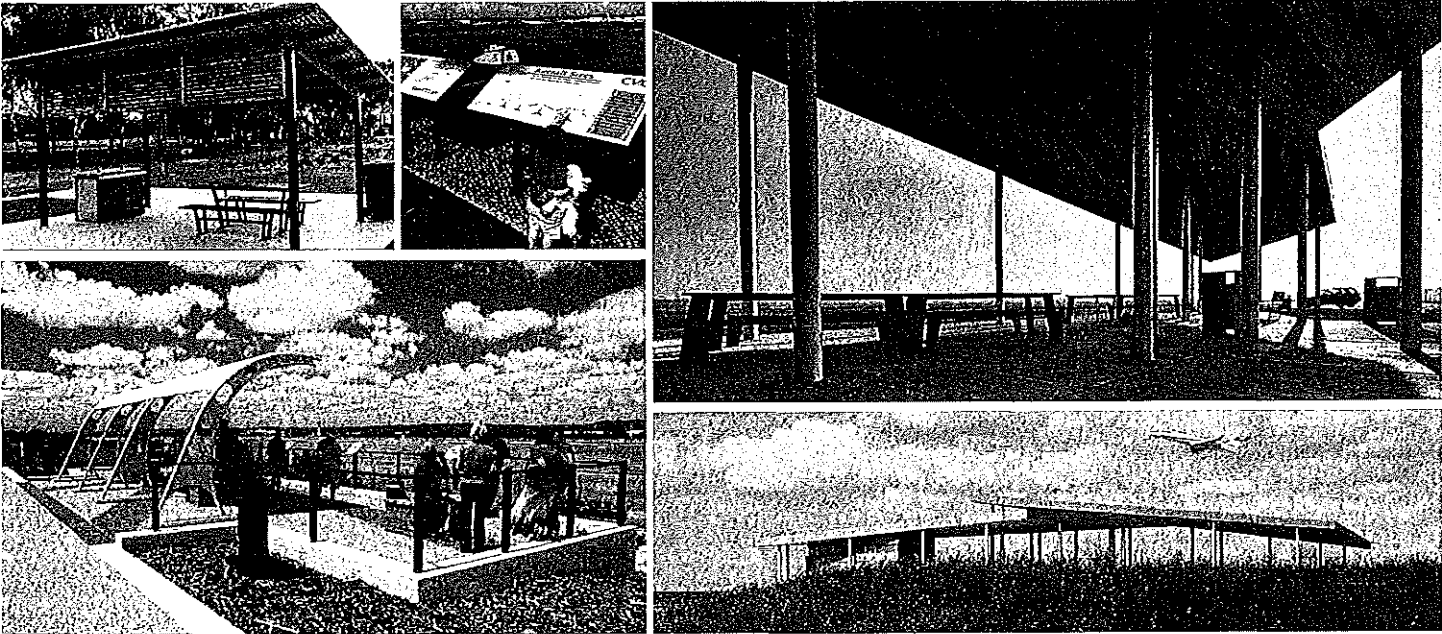
FAWLEYBRYANTARCHITECTURE
SMART BEAUTIFUL SPACES

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SRQ AIRPORT OBSERVATION DECK

PRECEDENT STUDY

SHADING STRUCTURE



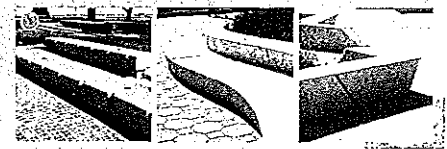
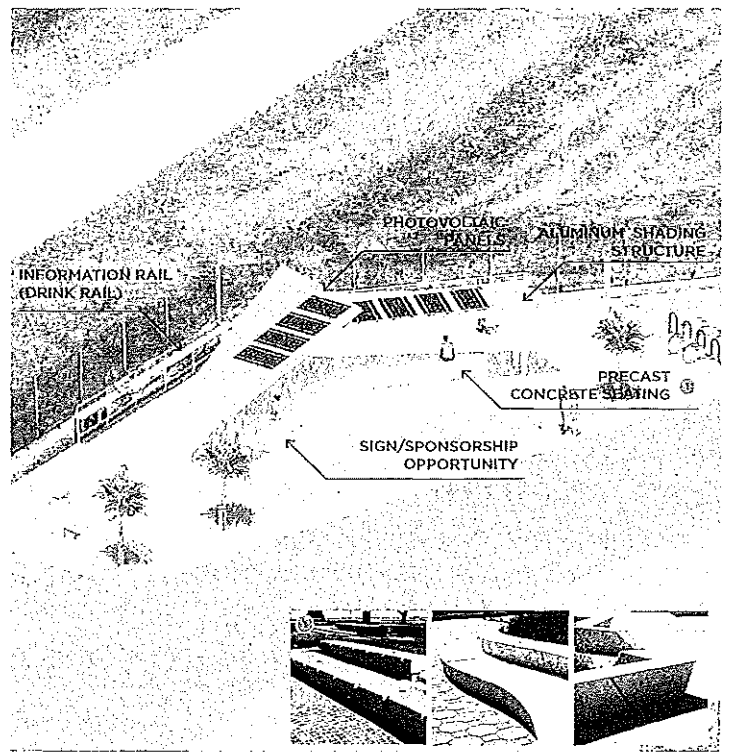
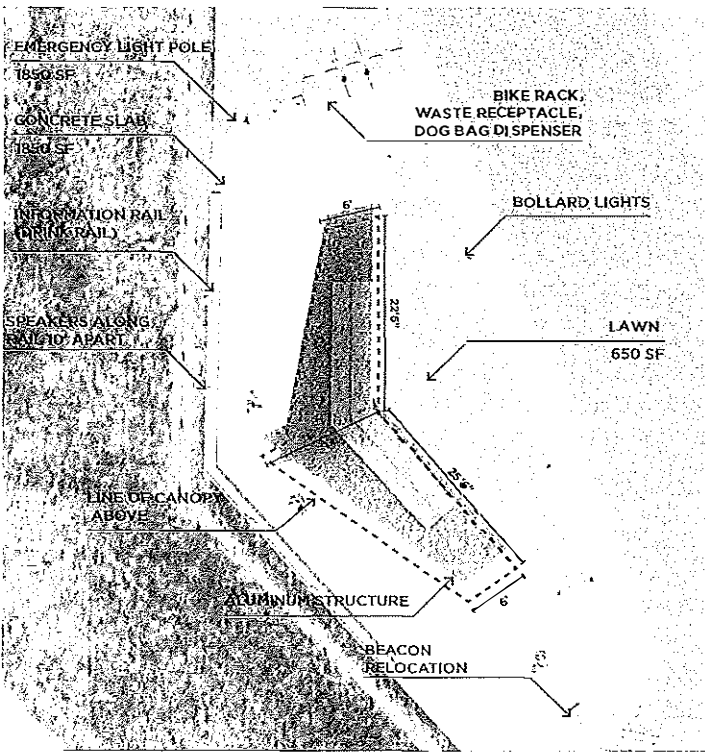
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PRECEDENT STUDY

SITE COMPONENTS



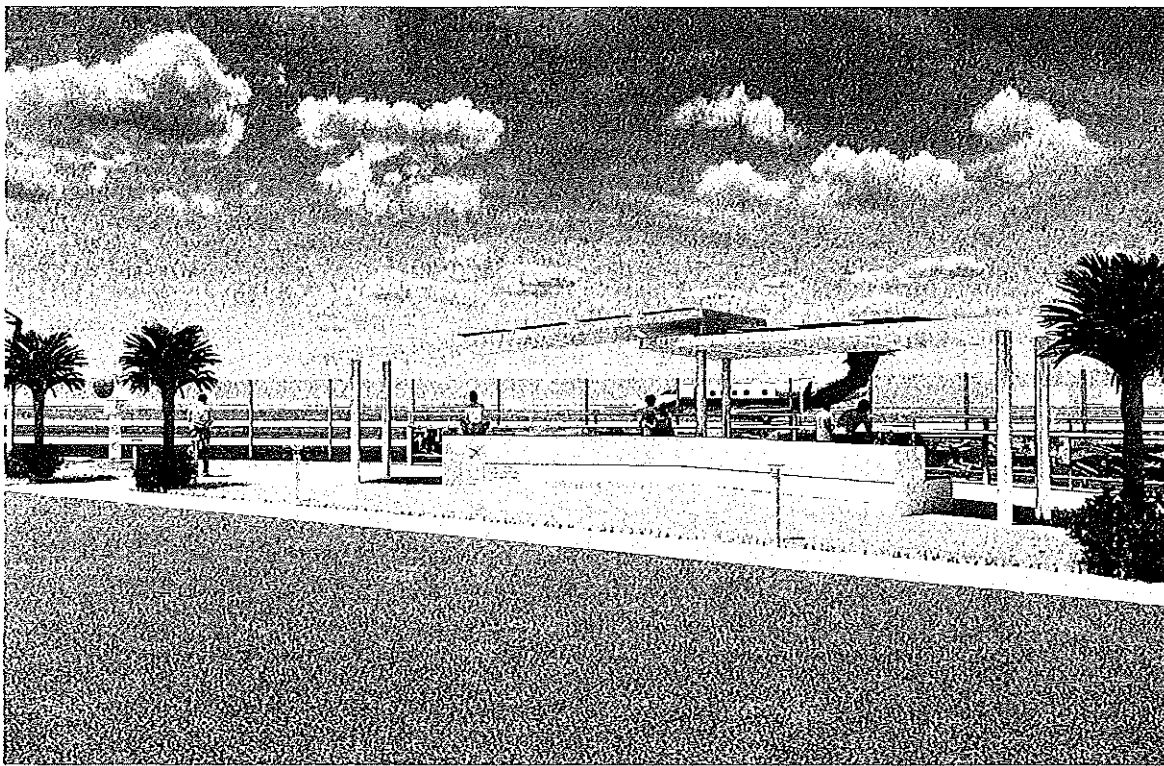
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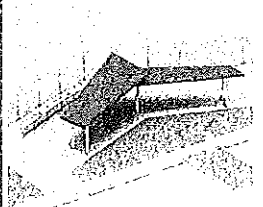
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SITE STRATEGY

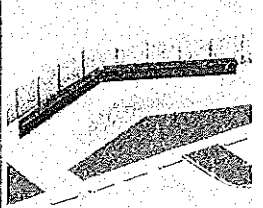
APPROACH PERSPECTIVE



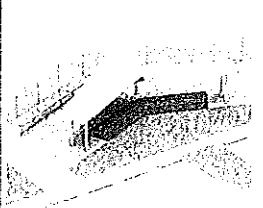
SHADING STRUCTURE



GRAPHIC TIMELINE RAILING



CONCRETE SEATING SYSTEM



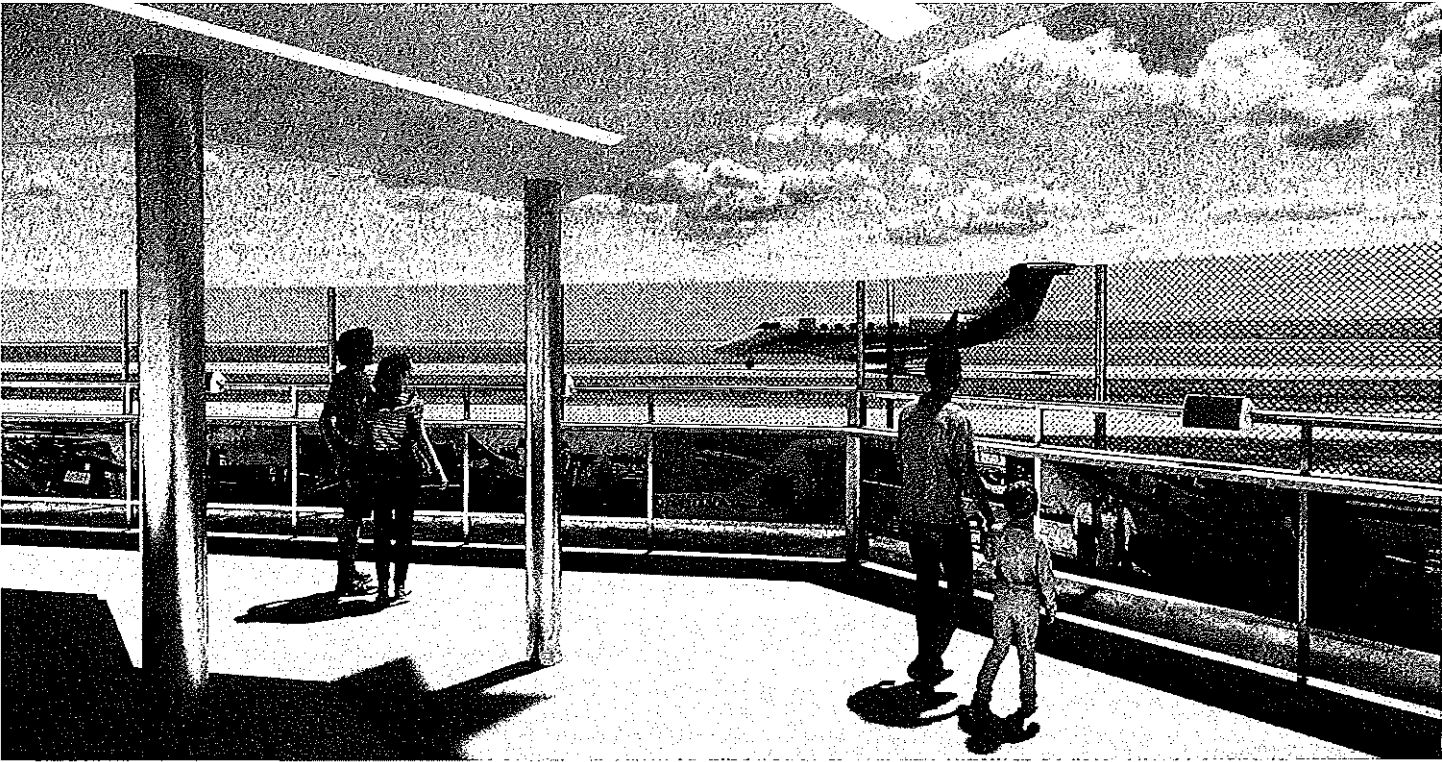
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DESIGN CONCEPT

SEATED PERSPECTIVE



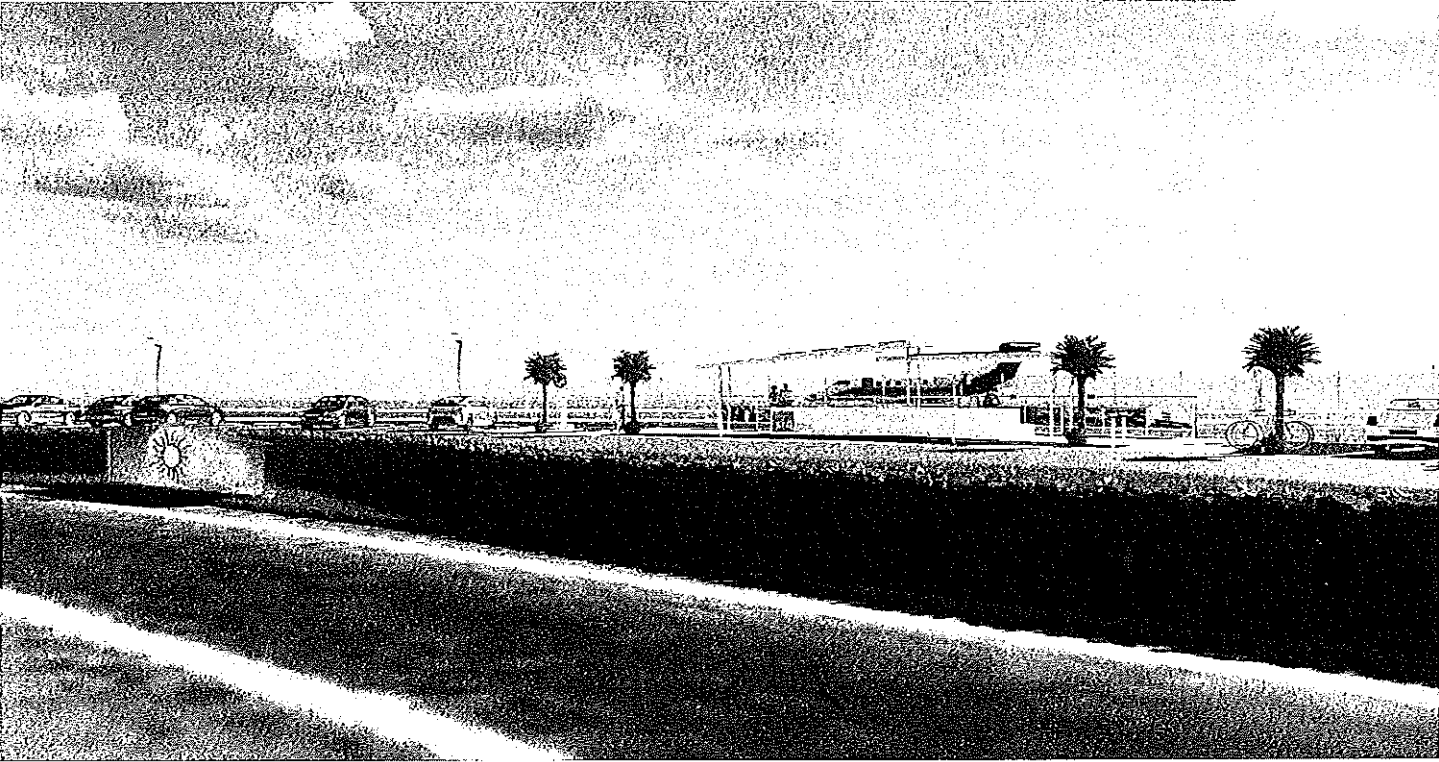
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DESIGN CONCEPT

STREET PERSPECTIVE



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DESIGN CONCEPT

EVENING PERSPECTIVE



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DESIGN CONCEPT