

# MARC TAYLOR INC.

**To:** Marcus Williamson  
City of Clearwater  
100 S. Myrtle Avenue  
Clearwater, FL 33756

**From:** Marc Taylor  
Marc Taylor Inc.  
3298 Summit Blvd.  
Pensacola, FL 32503

**To:** TBD  
Pinellas County  
123 Street Ave.

May 22, 2026

**Subject: Interim Owner's Representative Services Proposal / Engagement Letter**

Dear Marcus Williamson;

Marc Taylor Inc. (MTI) appreciates the opportunity to provide an interim scope and fee proposal to the City of Clearwater and Pinellas County for Owner's Representative Services for the design and construction oversight of the BayCare Ballpark and Carpenter Complex Improvements. **We have provided a not-to-exceed proposal for interim project management and program cost estimating services defined herein, at \$ 450,000 \_\_\_\_\_ which allows us to start the project immediately, serving in the capacity of Owner's Representative.** Once the project path and formal agreements are determined, MTI will work with the City of Clearwater and Pinellas County on a final agreement to manage and complete the project. **We have allocated \$250,000 for interim project management services, and \$200,000 for program cost estimating deliverables reconciled to inform pending agreements and project constraints.**

At this time, Marc Taylor, President, and CEO of MTI, will lead all efforts on behalf of the firm and will be the primary single point of contact for the City of Clearwater and Pinellas County, as the interim Owner's Representative.

In our proposed interim role as Owner's Representative, the primary objective will be to oversee and advise on the overall obligations, fulfillment and planning of the program organizational goals for the design and construction of the BayCare Ballpark and Carpenter Complex Improvements. This role requires contract interdependence coordination with a multitude of stakeholders while working in unison with the project constraints, budget and schedule.

In general, the interim Owner's Representative Services term would start **May 15, 2026, and be completed \_\_\_\_\_December 15th, 2026\_\_\_\_\_**. If at any time the City of Clearwater and Pinellas County should elect to change the approach, MTI will continue with this agreement until an amendment and formal contract is created to complete the project. This ensures flexibility to adapt to any situation or recommendation that might present itself. We understand time is of the essence.

Although it is reported the project has commenced a mutually agreed upon schedule has not been provided. It is understood that term sheets and potential alternatives are being explored to significantly improve both the current schedule and budget.

At this time the design, schedule and budget are being evaluated with the reconciliation, outstanding permits obligations, phasing, logistics, schedules and value engineering options. This process will continue to support the identification of outstanding program tasks necessary for the development and execution of fully compliant design and construction contracts.

For the reasons stated above MTI, at the request of the City of Clearwater and Pinellas County, has agreed to provide an **Interim Owner's Representative** not to exceed fee for the project from **May 15, 2026, through December 15, 2026**.

This execution of this proposal will serve as an official Notice to Proceed (NTP). This NTP and engagement will be followed by a mutually acceptable formal Owner's Representative Services Agreement outlining terms and conditions.

The general outline of the various task and responsibilities associated with MTI's Interim Owner's Representative services and complete Owner's Representative Services through this interim phase are driven by the overall schedule and are as follows:

#### **Preconstruction Phase in support of City of Clearwater and Pinellas County**

1. Establish kick-off meetings with the parties. Develop meeting notes and agendas where applicable.
2. Establish working protocols for MTI, development team and City of Clearwater and Pinellas County.
3. Consult with development team and legal team as it relates to development of agreements, enforcement, term sheets and conditions.
4. Develop the Project Management Plan (PMP) that will serve as baseline document for all parties and will include at a minimum, project scope, project budget, project schedule, roles and responsibilities, key decisions matrix, and initial permitting matrix.
5. Review and provide comment during site plan approval process in conjunction with design, permitting, procurement, and construction schedules.
6. Review Program Budget make recommendations (Construction Cost / Owner / Soft Cost).
7. Review Program Schedule make recommendations.
8. Review design packages, construction bid packages, bid tabs and other documents to validate scope of work is complete and aligned with PMP. Reviews to ensure City and County interests are maintained including life cycle costs and fan experience.
9. Chair and or recommend value engineering workshops and alternative suggestions.
10. Review Construction Contracts and advise during negotiations with developers, contractors and designer (amendments or otherwise).
11. Oversee compliance with the program and act as primary contact for the City of Clearwater and Pinellas County.
12. Lead weekly project meetings where applicable as relates to overall Program.
13. Coordinate with regulatory agencies, City of Clearwater and Pinellas County as necessary to facilitate development.
14. Maintain team-oriented delivery approach in support of the City of Clearwater and Pinellas County control.
15. Develop a Project Matrix of responsibilities, **Owner's Representative** Plan that outlines communication protocols and responsibility matrix.
16. Protect owner's interests and mitigate cost overrun exposures.
17. Make recommendations to the City and County on the most appropriate project delivery method(s) and assist with pre-qualifying and selecting contractor(s), vendors, as necessary.
18. Assist in the permitting, planning and approval coordination in conjunction with legal counsel, the schedule and the project team.
19. Assist and make recommendations on the selection of Architectural and Design Professional Services that have not been procured or contracted.
20. Assist and make recommendations in the development and negotiation of consultant/vendor contracts.
21. Assist and make recommendations in the development and negotiation of the Contractor/Consultant and owner-related vendor contracts.

22. Assist the project team and support coordination and scheduling of third-party vendors (power, communications, commissioning)
23. Review, coordinate and lead negotiations for the GMP in support of the City of Clearwater and Pinellas County controls.
24. Oversee and or advise coordination and activities of prime consultants working under the City or County.
25. Coordinate vendor review and comment on project-specific elements and related technology, including but not limited to Food Service, Concessions, Furniture, Digital Solutions, Wi-Fi, DAS, AV/IT, and Broadcast facilities.
26. Support development of FF & E Matrix for coordination with development teams, City of Clearwater and Pinellas County and CMAR.
27. Review contracts and purchase orders of all Owner furnished furniture, fixtures & equipment, including MLB specific items.
28. Review design and engineering consultant invoices and make recommendations to the City of Clearwater and Pinellas County. Solicit proposals for and make recommendations for construction materials testing services contract.
29. Provide updates to City Council, County Commission as well as city and county staff on recurring basis.
30. Prepare monthly report that includes project dashboard, risk assessment, upcoming key decisions, permit tracker, budget update, schedule analysis and MTI's confidence of project success in relation to scope, schedule, budget and risk.

### **Construction Phase**

Pending

### **Closeout Phase**

Pending

### **Proposed Software**

1. Procore document control (provide database of construction drawings, field directive submittals, RFIs, permits, record documents, etc.) (NOT ASSUMED AT THIS TIME)
2. Right Signature (electronic signature platform) (INCLUDED)
3. Microsoft Project Schedule (INCLUDED)

### **Clarifications:**

1. This proposal shall not exceed hourly rates defined herein for the scheduled durations outlined in this exhibit for interim program management services.
2. City of Clearwater and Pinellas County has contracted with Marc Taylor Inc. ("MTI") to serve as the Owner's Representative. As the interim Owner's Representative, MTI will have the authority to manage architectural and engineering design efforts and provide oversight of the construction efforts for the Project, including providing daily program management, monitoring the progress, managing the budget, managing risks and issues, taking corrective actions, and aligning the deliverables to the Project schedule. Nothing in this Contract shall be construed as an assumption by MTI or the the City of Clearwater and Pinellas County of the responsibilities or duties of the Contractor or the Design or Engineering Professionals. The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's schedules, and for safety precautions and programs in connection with the Project.
3. MTI will perform preliminary estimates to support and reconcile a program deliverable that aligns with the pending agreements and terms of the development. It is recommended that MTI reconciles program budget eligible and non-

eligible cost (for both public and private areas), and performs estimates for Civil, Structural, Architectural, Mechanical, Electrical, Special Systems which would include detailed FF&E, consultant, permitting, inspections cost, etc.

Hourly rates for cost estimating services;

- Chief Estimator \$235
- Senior Estimator CSA \$215
- Senior MEP Esimator \$190
- Senior Special Systems Estimator \$195
- Estimator \$150

4. It is our understanding that MTI will work directly with the City of Clearwater and Pinellas County during this agreement.
5. Cost for printing and documentation is not included. Assume this cost will be picked up by the City of Clearwater and Pinellas County, CMAR or the design team.
6. Due to budget constraints, MTI will attempt to hold all staff and personnel to the timelines identified above for individual team members. If for some reason staff is not available at the times listed above, MTI will replace with a mutually acceptable replacement for those same services.
7. If total scope of services above is not accepted, MTI reserves the right to withdraw proposal or modify fee structure. If scope of services is changed, MTI will need to revisit fee structure and negotiate a mutually acceptable revised proposal.
8. Invoices will be billed monthly with net 21-day payment from the City of Clearwater.

**Proposed Staff Hourly Rates as listed in RFP (time and materials) – NOT TO EXCEED of \$450,000:**

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	LOCAL RATE	TRAVEL RATE (5) DAYS	TOTAL TRAVELER RATE	REMOTE RATE	TRAVEL	ANTICIPATED TRAVEL FROM
1	Principal Program Manager / Executive	PER HOUR	\$260.00	\$91.87	\$351.87	\$255.00	YES	FL,AZ, MO
2	Program Manager	PER HOUR	\$240.00	\$91.87	\$331.87	\$235.00	YES	FL,AZ, MO
3	Financial Advisory Lead	PER HOUR	\$235.00	\$91.87	\$326.87	\$230.00	LIMITED	ARIZONA
4	Cost Review Analysis (Advisory Only)	PER HOUR	\$235.00	\$91.87	\$326.87	\$230.00	LIMITED	ARIZONA
5	Financial Analyst	PER HOUR	\$235.00	\$91.87	\$326.87	\$230.00	LIMITED	FL,AZ, MO
6	Schedule Review Analyst	PER HOUR	\$230.00	\$91.87	\$321.87	\$225.00	YES	FL,AZ, MO
7	Schedule Coordinator	PER HOUR	with Program Manager	with Program Manager	with Program Manager	with Program Manager	LIMITED	FL,AZ, MO
8	Contracts Administration Advisor	PER HOUR	with Program Manager	with Program Manager	with Program Manager	with Program Manager	LIMITED	FL,AZ, MO
9	Site Observation Liaison (No Inspection Authority)	PER HOUR	\$230.00	\$91.87	\$321.87	\$225.00	YES	FL,AZ, MO
10	Turnover & Closeout Coordinator	PER HOUR	\$205.00	\$91.87	\$296.87	\$200.00	YES	FL,AZ, MO
11	Billing / Invoicing Support	PER HOUR	with Financial Analyst	with Financial Analyst	with Financial Analyst	with Financial Analyst		
12	Administrative Support	PER HOUR	\$95.00	No Travel	\$95.00	\$95.00	LIMITED	FL,AZ, MO

**Clarifications:**

**This proposal is accepted by the City of Clearwater:**

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Marcus Williamson, P.E.  
Public Works Department Director  
City of Clearwater

Date

**This proposal is accepted by Pinellas County:**

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TBD  
Pinellas County

Date

**This proposal is accepted by Marc Taylor Inc:**



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Marc Taylor / Marc Taylor Inc.  
President / CEO

Date