

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Pinellas County Jail Secure Entry Center(SEC)

RFP CONTRACT NO. 21-0489-NC(PLU)

NON-CONTINUING FIRM: Williamson Dacar Associates, Inc. DBA Williamson Design Associates

PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES AGREEMENT

TABLE OF CONTENTS

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

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR Pinellas Jail Secure Entry Center (SEC)**

THIS AGREEMENT, entered into on the ___ day of _____, 20___, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and, Williamson Dacar Associates Inc, dba Williamson Design Associates with offices in Clearwater, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of Pinellas County Jail Secure Entry Center (SEC), 14400 49th Street North, Clearwater, FL 33762 Pinellas County, Florida

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ARCHITECTURAL/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 following professional services to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the PROJECT. The PROJECT design shall be based on the following data:

Plans shall be prepared in accordance with Pinellas County Requirements for permitting.

a) Required Deliverables

- Autocad of construction plans and for each transmittal phase. The plans shall be provided electronically, plus two (2) paper prints signed and sealed by a Professional Architect/Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

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 Exhibit A.

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 architect/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 architect/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 travel drives 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 two travel drives, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

2.4.3 One (1) copy 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

2.5.1 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.

2.5.2 The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE

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

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

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

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

3.3 CONSTRUCTION PHASE

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

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for COUNTY.

3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the COUNTY.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the COUNTY as required by construction exigencies. Response to any request must be received by the COUNTY within twenty-four (24) hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the COUNTY of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the COUNTY.
10. Assist in the establishment by the COUNTY of programs of operation and maintenance of the physical plant and equipment.
11. Review Contractor's submitted instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Review Contractor's submitted operation and maintenance manual for the COUNTY'S use.
13. The CONSULTANT shall visit the project as necessary, but at a minimum of three (3) month, six (6) month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the CONSULTANT of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Review Contractor's submitted 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 prints and one (1) CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data provided by the contractor, 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.

3.4.3 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 edition.
 - 6) Calculations showing probable cost comparisons of various alternatives considered.
 - 7) Documentation of decisions reached resulting from meetings, telephone conversations of site visits.
 - 8) Other PROJECT-related correspondences as appropriate.

3.4.4 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.

3.4.5 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.

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

3.4.7 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.

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

3.4.9 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. Reproducible 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 MEETING, PROGRESS MEETINGS AND TECHNICAL LIAISON MEETINGS

The services below shall be provided to the COUNTY, but are not limited to the following:

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

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

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

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

SECTION 6 PAYMENT GUIDELINES AND CATEGORY OF SERVICES

6.1 BASIC SERVICES

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

6.2 OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY'S Division Director of the Facilities and Real Property Division, or designee.

6.3 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S Division Director of Facilities and Real Property Division 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 B).

- A. Soil Analysis/Geotechnical Investigations.
- B. Contamination Assessments/Hazardous Material Analysis (if required).
- C. Aerial Photography (if required).
- D. Payment of Permit Fees (if required).
- E. Payment of the Public Information Meeting Advertisements, if required.
- F. Payment of the Court Reporter for public meetings, if required.
- G. Printing and Binding Services.

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

All progress reports shall be mailed to the attention of the designated Project Manager, Tim Lewallen.

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

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3.1, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: \$147,000.00 for the Task 1 – Design Development Task Phase of the PROJECT.

A Lump Sum Fee of: \$147,000.00 for the Task 2 – 50% Construction Documents Phase of the PROJECT.

A Lump Sum Fee of: \$147,000.00 for the Task 3 – 100% Construction Documents Phase of the PROJECT.

A Lump Sum Fee of: \$14,700.00 for the Task 4 – Bidding/GMP review Phase of the PROJECT.

A Lump Sum Fee of: \$169,050.00 for the Task 5 – Construction Administration Phase of the PROJECT

A Lump Sum Fee of: \$5,000.00 for the Task 6 – Architectural Renderings Phase of the PROJECT

A Lump Sum Fee of: \$50,000.00 for the Task 7 – Security Consultant Phase of the PROJECT

A Lump Sum Fee of: \$78,302.00 for the Task 8 – Civil Engineering Phase of the PROJECT

A Lump Sum Fee of: \$9,300.00 for the Task 9 – Geotechnical Investigation Phase of the PROJECT

A Lump Sum Fee of: \$18,756.00 for the Task 10 – Landscape Design Phase of the PROJECT

A Lump Sum Fee of: \$7,700.00 for the Task 11 – Cost Estimate Phase of the PROJECT

A Lump Sum Fee of: \$2,500.00 for the Task 12 – Reimbursables Phase of the PROJECT

The above fees shall constitute the total not to exceed amount of **(\$796,308.00)** 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 provided for in the Agreement, as defined in Exhibit A, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: **N/A**

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 **(\$39,815.40)** for all assignments performed.

7.4 Total agreement not-to-exceed amount **(\$836,123.40)**.

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

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

**SECTION 8
PERFORMANCE SCHEDULE**

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

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

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

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

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

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Division Director of Facilities and Real Property Division 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 subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S Division Director of Facilities and Real Property Division 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, subconsultant 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 five (5) 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 contractor 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 Consultant in performing under the terms of this Agreement, and it is not acting as an employee of COUNTY. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

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

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

**SECTION 22
TERMINATION OF AGREEMENT**

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

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

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

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

**SECTION 23
AGREEMENT TERM**

This Agreement will become effective on the date of execution first written above and shall remain in effect for **910** 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 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

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

**SECTION 25
ENTIRE AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

Consultant 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 Consultant 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.

CONTRACTOR'S DUTY

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.

Firm Name:

PINELLAS COUNTY, by and through its Board of County Commissioners

By: 
Print Name: Ted J. Williamson
Title: President Date: 12/15/21

By: _____
Name Date: _____
Chairman

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

APPROVED AS TO FORM
By: Jacina Parson
Office of the County Attorney



EXHIBIT A - SCOPE OF WORK

October 28, 2021

Derek Weaver, RA, NCARB, LEED AP
Division Manager, Building Design and Construction
Pinellas County Department of Administrative Services
509 East Avenue South
Clearwater, FL 33756
Phone: 727-464-5309
dweaver@pinellascounty.org

Re: Pinellas County Jail Secure Entry Center (SEC)
49th Street, Clearwater, FL

Dear Derek:

Thank you for this opportunity to submit our proposal to develop the design and construction documents for the Pinellas County Jail Security Entry Center.

The scope of work will be in general accordance with the Design Criteria Package dated May 28, 2021 included in the request for proposal for the Pinellas County Jail Secure Entry Center (SEC). This work will generally include a new secure entry facility of 11,200 s.f., a new vehicular entry access structure & roadway, new parking, and site work.

Our scope of work for design of the (SEC) will be as follows:

GENERAL PROJECT DESCRIPTION

- Provide architectural and engineering design services for the new SEC entry building, secure campus vehicular entry and related site development.
- The general Scope of Work shall be as follows:
 - Develop construction documents for review and approval by the COUNTY staff.
 - Meet with COUNTY staff to review the proposed design.
 - Develop Architectural and Engineering Construction Documents, Specifications, and Details for the new building, vehicular entry and site development.
 - Provide details necessary to clarify the specific Scope of Work.

SCOPE OF BASIC SERVICES

- Schematic Design Services

- N/A

- Design Development Services
 - Meet with the COUNTY staff to review the design criteria package and further refine and develop the plans.
 - Develop plans, details, and sections to further define the scope of work.

- Construction Document Services
 - Based upon the approved design development plan, prepare Architectural, Structural, Mechanical, Electrical, Plumbing, Landscape and Civil Construction Drawings.
 - Prepare technical specifications in CSI format for Architectural, Structural, Mechanical, Electrical systems and site engineering.
 - Prepare a brief construction cost estimate setting forth the anticipated costs of the new work, with appropriate allowances for general contractor general conditions, overhead and profit.
 - Submit 50% complete Construction Drawings and Specifications to the COUNTY for review and comment.
 - Revise Construction Drawings and Specifications based upon the COUNTY's 50% submittal comments. Finalize drawings, signed and sealed, for permitting.
 - Respond to plan reviewer's comments and revise drawings as may be required for obtaining the building permit.

- Bidding Services
 - Provide Bid Phase Services, including conducting an on-site pre-bid conference, responding to bidders' questions via written addenda, attending the bid opening if requested by the COUNTY, providing evaluation of bids and bidders, and checking the qualifications of the apparent low bidder.

- Construction Administration
 - Site Visits - WDA shall visit the site to maintain knowledge of the progress and quality of Work and to determine if the Work is generally proceeding in accordance with the Contract Documents. In no case will the frequency of the visits be less than twice per month. On the basis of such on-site observations of the work, WDA shall keep the COUNTY informed of the progress and quality of work and shall endeavor to guard the COUNTY against defects and deficiencies in the materials or the work of the Contractor and his subcontractors. However, WDA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
 - Based on WDA 's observations at the site and an evaluation of the Application for Payment, WDA shall determine the amounts owing to the Contractor and shall issue a Certificate for Payment in such amounts, as provided in the Contract Documents.
 - WDA shall receive submittals such as shop drawings, product data and samples

from the Contractor and shall review and approve them only if they conform to the Contract Documents and are appropriate, adequate and sufficient for the intended use. Such action shall be taken with reasonable promptness so as to cause no delay. WDA 's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. WDA's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by WDA, of construction means, methods, techniques, sequences or procedures.
- WDA shall review and approve or take other appropriate action on Change Orders prepared by the Contractor for the COUNTY's authorization in accordance with the Contract Documents and shall evaluate and make recommendations to the COUNTY regarding any value engineering recommendations by the Contractor.
- WDA shall conduct inspections (walk-throughs) as needed to determine the dates of substantial completion and final completion and shall issue appropriate certificates. WDA shall prepare punch lists for completion items and shall provide site observations to determine if all items are 100% completed.
- WDA shall assist the Contractor in receiving and forwarding to the COUNTY written warranties; operation manuals, lien releases, and related documents. WDA shall forward to the COUNTY as-builts construction documents and plans provided by the Contractor.

SERVICES NOT INCLUDED

The following services and/or fees are not included in Basic Services.

- Environmental services of any nature
- Testing services
- LEED Services

PROJECT SCHEDULE

Design Development Services	8 Weeks
Construction Document Services:	
– 50% CD Submittal	8 Weeks
– 100% CDs, signed and sealed	8 Weeks

EXHIBIT B - RATES

DELIVERABLES

WDA shall deliver to the COUNTY 2 Hard Copies and 1 digital copy of drawings in PDF format at each submittal phase.

WDA will provide 3 signed and sealed copies of the construction documents for building permit submittal.

In design of this project, we will propose to work with TLC for the mechanical, electrical, plumbing, fire protection design; MCE for structural engineering; Osborn Engineering for civil engineering, R&N for security, CC&A for cost estimating, Driggers for geotechnical, and Anderson Lesniak for landscape design.

Our fee for this work is outlined below:

Basic Services Design Fee:

(Includes Architectural, Structural, Mechanical, Plumbing, Electrical, Technology, and fire Protection)

Schematic Design	\$N/A
Design Development	\$147,000.00
50% Construction Documents	\$147,000.00
100% Construction Documents	\$147,000.00
Bidding	\$ 14,700.00
Construction Contract Administration	<u>\$169,050.00</u>
Total Basic Services	\$624,750.00

Architectural Renderings: \$ 5,000.00

Security Consultant: (R &N Systems Design) \$ 50,000.00

Civil Engineering: (Osborn Engineering)

Design Development	\$ 12,054.00
Construction Documents	\$ 21,476.00
Permitting	
Pinellas County Drainage	\$ 9,982.00
Pinellas County Utility	\$ 2,072.00
SWFWMD ERP Mod	\$ 15,302.00
FDEP Water System	\$ 1,260.00
FDEP Sewer System	\$ 2,072.00
FDEP NPDES	\$ 1,708.00
Bidding/Construction Administration	\$ 12,376.00
Total Civil Engineering	\$ 78,302.00

Pamela Ulrich
Re: SEC
August 11, 2021
Page 5 of 6

Geotechnical Investigation: (Driggers Engineering)	\$ 9,300.00
Landscape Design: (Anderson Lesniak)	\$ 18,756.00
Cost Estimate: (Construction Consultants & Associates)	\$ 7,700.00
Reimbursables:	<u>\$ 2,500.00</u>
TOTAL FEE	\$ 796,308.00

Our fee would be invoiced monthly for the work completed during the prior month.

If the project stops, our office will be reimbursed for our work to date based on our hourly rate. If the scope of work changes, we would complete the work on an hourly basis or submit a lump sum fee proposal. Following are our hourly rates:

Principal Architects/Engineers	\$220.00
Registered Architect/Engineer	\$110.00
Senior Engineer	\$110.00
Project Manager	\$ 95.00
Graduate Architect	\$ 80.00
Sr. Architectural Drafting	\$ 90.00
Sr. Engineering Drafting	\$ 90.00
CADD Drafting	\$ 65.00
Administration/Clerical Support	\$ 65.00

Our office looks forward to working with you on this project. Should you have any questions, please give me a call.

Cordially,



Ted Williamson, AIA, PE, LEED AP

Attachment(s): Proposal from Osborn (Civil) dated August 11, 2021
Proposal from R&N (Security) dated June 28, 2021
Proposal from Driggers Engineering (Geotechnical) dated August 10, 2021
Proposal from Anderson Lesniak (Landscape) dated August 11, 2021
Proposal from CC&A (Cost Estimating) dated August 11, 2021



ATTACHMENT A:

CIVIL ENGINEERING SERVICES

1. **PRE-DESIGN PHASE**
 - 1.01 Performed under previous contract for Design Criteria Package.
2. **CONCEPTUAL DESIGN PHASE (SCHEMATIC DESIGN)**
 - 2.01 Performed under previous contract for Design Criteria Package.
3. **DESIGN DEVELOPMENT PHASE**
 - 3.01 Participate in four (4) DD Planning meetings with the Architect and Owner Representatives.
 - 3.02 Prepare and deliver Design Development drawings as a further development of the Design Criteria plans and specification list in electronic PDF format.
 - 3.03 Stormwater Management system layout and preliminary design will be identified and coordinated with the design team.
 - 3.04 Respond to 100% Design Development review comments by Client.
 - 3.05 Sanitary sewer collection system will be identified and coordinated with the design team for anticipated connections and requirements.
 - 3.06 Potable and fire water distribution systems will be identified and coordinated with the design team for anticipated connections and fire protection.
 - 3.07 Prepare draft specifications for site infrastructure and provide to architect for inclusion into project manual.
 - 3.08 Landscape Architecture services, provided by others, will need to coincide with the related Civil engineering services for completion of the Design Development.
4. **CONSTRUCTION DOCUMENTS PHASE**
 - 4.01 Participate in up to four (4) planning meetings with the Architect and owner representatives totaling a maximum of 16 hours.
 - 4.02 Upon receipt of approval of the Design Development from the client, Prepare Stormwater Management design calculations and report for County and SWFWMD permit applications.
 - 4.03 Prepare one CD progress submittal at approximately 75% CD's and review with Architect and Owner.
 - 4.04 Perform a conformance check with other disciplines and architect.
 - 4.05 Respond to 75% Construction Document design review comments.
 - 4.06 Prepare final Construction Document drawings and performance specifications.
 - 4.07 Prepare final specification for site infrastructure and provide to Architect for inclusion in Project Manual.
 - 4.08 Submit engineer sealed drawings for plan approval and building permit processing to the Architect for concurrent submission with Architectural Plans. Separate Civil Permit submission is excluded from this scope.
 - 4.09 Respond to plan review comments.
 - 4.10 Landscape Architecture services provided by others will need to coincide with the related Civil engineering services for completion of the Construction Documents.
5. **PERMITTING PHASE**
 - 5.01 Osborn will coordinate with the Architect for the Pinellas County Site Plan approval. The Final Site Plan will utilize the approved Design Development site layout for preparation of the site plan application. The Architect will prepare the applications, narratives and building elevations exhibits for the submittal and will represent the client at any necessary public meetings. Osborn will provide the site data and prepare the civil portion of the application. The Landscape Plans and rendering will be prepared by the Landscape Architect.



- 5.02 Osborn will prepare Civil Engineering Permit applications for the following regulatory agencies and submit with required application documents for review and processing.
 - 5.02.1 Pinellas County
 - 5.02.1.1 Drainage and Utility Construction Plan review
 - 5.02.1.2 Utility request for water/sewer supply
 - 5.02.2 Southwest Florida Water Management District (SWFWMD)
 - 5.02.2.1 ERP Permit Application (Modification)
 - 5.02.3 Florida Department of Environmental Protection (FDEP)
 - 5.02.3.1 Domestic Water Application
 - 5.02.3.2 Sanitary Sewer Application
 - 5.02.3.3 NPDES Permits Application
- 5.03 Certifications of completion to regulatory agencies will be required for permits and will be provided on a Time and Material basis after completion of construction. Record surveys by a surveyor registered in Florida will be provide to Osborn to prepare the record certifications necessary to obtain operation permits and clearances.
6. **BIDDING PHASE**
 - 6.01 Respond to Bidder's Request for Information (RFI's)
7. **CONSTRUCTION PHASE**
 - 7.01 Attend one (1) pre-construction meeting with the Architect and Contractor.
 - 7.02 Perform one (1) site visit per discipline during construction to observe the progress of construction.
 - 7.03 Maximum number of two (2) shop drawing reviews and approvals per submittal.
 - 7.04 Respond to Contractor RFI's.
 - 7.05 Perform one (1) punch list per discipline prior to Beneficial Occupancy.
8. **CIVIL SPECIFIC ASSUMPTIONS / CLARIFICATIONS:**
 - 8.01 The addition of the new building will provide the required space to house existing functions within the current Jail facility. Additional capacity for utilities is not required to serve the redistributed staff and visitors.
 - 8.02 An industry standard geotechnical report specific for the site complete with stormwater management and pavement recommendations will be provided to OE.
 - 8.03 A complete and current boundary, topographic and tree survey of the onsite development will be required per the Land Development Code and to document the amount of existing impervious surfaces within the site and surrounding area. The Survey services will be provided by an independent Survey Consultant prior to the development of the Civil Engineering Design Development services for the project. Osborn Engineering will provide a survey limits exhibit upon request during the pre-design phase.
 - 8.04 Water and sewer services to proposed building will be served through existing on-site utilities and will not require major utility extensions or new connections to the public utility systems.
 - 8.05 Entrance road improvements will begin at the intersection of the perimeter road and 144th Ave adjacent to the Courthouse.
 - 8.06 The existing unpaved parking lot is not proposed for improvements except for reconfiguring the parking layout.
 - 8.07 Construction Phase services are based off of a twelve (12) month construction phase.



INFORMATION TO BE FURNISHED BY THE CLIENT

1. Site Lighting locations prepared by Lighting Designer and shown by architect.
2. Locations and service requirements of all vendor provided electric car charging stations if provided.
3. Locations and details of required traffic gates, keypads, video equipment, conduits or other security devices.
4. Fencing plan and installation details for interior and perimeter security fencing with gates, sally ports, and safety features for ingress/egress.
5. An industry standard geotechnical report specific for the site.
6. Construction staging and contractor.
7. Service agreements with Duke Energy, data or communications utilities will be provided by the County.



ADDITIONAL SERVICES

- 8.01 Value engineering meetings and subsequent engineering or design revisions to incorporate accepted value engineering items, including changes to system design after 100% DD documents have been completed.
- 8.01 Significant revisions to the program, design philosophy or Architectural plans after Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
- 8.02 Document reproduction beyond those required for in-house coordination and submittals as outlined above.
- 8.03 Detailed project phasing, preparation of multiple phasing plans, or preparation of multiple sets of construction documents or document packages.
- 8.04 Additional Submittal or bid packages beyond what is listed in the attachments.
- 8.05 Change in applicable code, resulting in redesign effort or expenses.
- 8.06 Fast track construction; multiple bid packages.
- 8.07 Detailed cost estimating services.
- 8.08 Material testing of any kind (including geotechnical soil testing), and environmental investigations or remediation are not included in our Scope of Work.
- 8.09 Geotechnical Services.
- 8.10 Surveying Services.
- 8.11 On-site construction management



**SYSTEMS
DESIGN**

June 28, 2021

Mr. Tim Gibson
DLR Group
100 East Pine Street
Orlando, FL 32801

Re: **Pinellas County
R&N Fee Proposal**

Dear Tim:

R&N is pleased to provide a fee proposal to provide security consulting services on the referenced project. R&N would provide design documents and construction administration for the new construction of a new security checkpoint to their existing jail.

This proposal is based on the following scope for the security electronic systems. The services described below would include a 100% set of design documents and construction administration services. It is understood that some of the systems listed in this fee proposal might not apply and you can choose to exclude them.

1. Security Electronics Systems:
 - a. Door/Gate Control
 - b. Intercom/Paging
 - c. Video Surveillance
 - d. Duress
 - e. Auxiliary equipment for the Security Electronics Systems to include UPS and Surge Suppression.

During the construction document phase of the project R&N will produce a complete specification and prepare a complete set of drawings to include device layout and diagrammatic conduit routing. Services during the different phases would be as defined below.

1. Design Development:
 - a. Provide security device layout on floor plans.
 - b. We would also provide a specification of security systems at this stage.
 - c. Our fee includes one trip for discovery and coordination.
2. Construction Documents:
 - a. Provide drawings that illustrate the security device layout. The conduit layout for the security systems would be included on the security drawings. As a part of the drawings prepared by R&N, we will include any single line diagrams needed to define the systems configuration.
 - b. Prepare drawings of large-scale plans to provide detailed information as required.
 - c. Prepare the specifications for the division 27 and 28 security electronic systems to include intercom/paging, IP video, and door/gate control.



SYSTEMS DESIGN

- d. Coordinate with architectural and engineering disciplines.
 - e. Coordinate integration with existing systems to extend existing systems for consistency of control and management.
 - f. Our fee includes one trip for coordination and presentation to the owner.
3. Bidding and Negotiating:
- a. R&N will assist the architect with a response to any question relating to the above scope of work and prepare addenda items as necessary.
4. Construction Administration:
- a. Review shop drawing and product data submittals.
 - b. Respond to any RFI relating to the above scope of work.
 - c. Assist in preparation of COR, PRs, or ASIs as needed.
 - d. Review price proposals as it relates to the above scope of work.
 - e. Provide site inspections of the above scope of work to confirm quality of installation of systems and equipment.
 - f. Our fee includes two (2) trips for field inspections and testing of the new systems.

Our fee proposed including travel expenses to provide the above scope of work is **\$50,000.00**.

Additionally, our fee proposal is based on the architect furnishing Revit files for our use in developing the drawings. R&N's submission of progress drawings will be by e-mail transmission or uploaded to project management system. All printing cost is the responsibility of the Architect. R&N will furnish stamped and sealed 100% CD drawings for the scope listed above. Please contact me if you have any questions,

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Nielsen'.

Chris Nielsen, PE
Principal
R&N Systems Design

August 10, 2021

Williamson Design Associates
15500 Lightwave Drive
Suite 106
Clearwater, Florida 33760

Attn: Mr. Jonathan Sones
Architecture Associate

**RE: Proposal for Geotechnical Services
Pinellas County Jail
Secure Entry Center
Pinellas County, Florida
Our File: DES 2112163P**

Dear Jonathan:

In accordance with your request, we are pleased to furnish a proposal for providing the requested geotechnical services. Included herein is a brief description of the requested scope of services together with associated fees.

SCOPE OF SERVICES

A total of eight (8) Standard Penetration Test (SPT) borings was requested; five (5) in the area of the single-story secure entry center and three (3) in the area of vehicle entry canopies. We have budgeted the entry center test borings to a depth of 30 feet and the canopy areas to a depth of 20 feet.

A total of nine (9) classification borings has also been requested within areas planned for proposed pavements. We have anticipated that each of these classification borings will be performed in areas that are not currently paved. These have been budgeted to a depth of 6 feet. At each location, a hand auger boring and a Hand Cone Penetration test will be performed to assess the relative consistency of the subgrade soils for evaluation of pavement section requirements.

Sarasota

Phone: 727.471.6655
Fax: 941.371.8962
saroffice@driggers-eng.com

Clearwater

P.O. Box 17839 • Clearwater, Florida 33762
Phone: 727.571.1313 • Fax: 727.471.6653
clwoffice@driggers-eng.com

Spring Hill

Phone: 727.471.6657
Fax: 727.471.6653
sphiloffice@driggers-eng.com

A limited laboratory testing program will also be performed to aid in characterizing the engineering properties of the subsurface soils. Our laboratory tests may include grainsize analyses and organic content determinations.

The results of our geotechnical investigation will be included in a report encompassing a presentation and discussion of the following:

1. Logs of the exploratory borings
2. Results of laboratory testing
3. Discussion of subsurface soil and groundwater conditions
4. Recommendations for subgrade preparation and foundation design
5. Anticipated total and differential settlements
6. General recommendations for light and heavy duty asphaltic concrete pavements
7. Recommendations for quality assurance inspection and testing during the construction stage
8. Geotechnical construction considerations


REQUESTED FEES

Appended is a schedule of fee under which we propose to provide our geotechnical services. This fee schedule is consistent with approved unit fees that have been provided to various consultants selected this year for work for Pinellas County.

Based upon the attached fee schedule, we would project a budget of **\$9,300.00**. Certainly, should adverse conditions be encountered that may warrant modifying the scope of our work, we would discuss these with you and secure your authorization prior to exceeding this budget.

DRIGGERS ENGINEERING SERVICES, INC. appreciates the opportunity to serve you again and we trust if you have any questions concerning our proposal, you will not hesitate to give us a call.

Respectfully submitted,
DRIGGERS ENGINEERING SERVICES, INC.



F. Jaime Driggers, P. E.
President

FJD/nja
FJD-PROV2112163P
Copies submitted (1) Email jsones@wda.biz

UNIT FEES

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT FEE</u>	<u>ESTIMATED AMOUNT</u>	<u>ESTIMATED COST</u>
1.	Mobilization and Demobilization	\$450.00 LS	1	\$450.00
2.	Standard Penetration Test (SPT) borings (Truck Access) (5 @ 30'; 3 @ 20')			
	a) Soil (0 – 50 ft.)	16.00/LF	210 LF	3,360.00
	b) Grouting Boreholes	6.00/LF	210 LF	1,260.00
	c) Coring & Patching Boreholes in asphalt or concrete	75.00/Ea.	8	600.00
3.	Hand Auger Borings with Hand Cone Penetrometers			
	a) Hand Auger (9 @ 6')	12.00/LF	54 LF	648.00
	b) Hand Cone Penetrometer Tests	4.25/LF	54 LF	229.50
4.	Laboratory Testing			
	a) Grainsize Analyses	40.00/Ea.	6	240.00
	b) Organic Content	40.00/Ea.	3	120.00
5.	Drafting	83.00/Hr.	6 Hrs.	498.00
6.	Chief Engineer 2	187.50/Hr.	10 Hrs.	<u>1,875.00</u>
TOTAL ESTIMATED COST:				<u>\$9,280.50</u>
TOTAL SUGGESTED BUDGET:				<u>\$9,300.00</u>

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of August 9, 2021 is between *Williamson Design Associates, Inc.* and *Anderson Lesniak Limited, Inc.*, for the following Project; **Pinellas County Jail Secure Entry Center, 14400 49th Street North, Clearwater, Florida.**

Article 1 – Landscape Architect's Basic and Additional Services

A. Landscape Architect's Basic Services are:

Arborist's Report, Landscape and Irrigation Design:

- 1) Provide Arborist Services as per the following: Arborist will inspect each existing tree located within the limits of work 4" DBH and larger and rate each tree as per the Pinellas County Tree Rating System found in Table 138-3654.a. Provide written report that includes tree diameters, species, condition and suitability for conservation on the site. Written report will include key plan with locations of inspected trees.
- 2) Provide Landscape and Irrigation Design for the new building, parking lot and entry roadway as per the requirements of Pinellas County.
- 3) Landscape Plan will include minimum Pinellas County code landscape elements and enhancements as requested by the client. Landscape Plans will include a complete planting schedule indicating plant palette, quantity, quality and size of materials and any required replacement trees. Irrigation Plan will include installation details and a material list schedule that specifies heads, valves and controller - types, sizes and quantities. Low volume methods of irrigation will be incorporated if applicable.
- 4) Landscape Architect will provide drawings at the following design phases: Design Development, 50% Construction Documents, Final Review/ Permit, and Construction Administration. Landscape Architect will attend up to four coordination meetings, if required. Deliverables to the client will include four printed sets of the plans, and PDF copies at each phase. Cost estimates for the work will be provided at each phase. Written specifications will be provided for the Landscape and Irrigation work.

Construction Administration

Landscape Architect shall participate in three (3) Project site visits with the Project's contractor to generally review the progress of construction and to see if the work completed is generally consistent with the intent of Landscape Architect's Construction Documents.

- a) Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.
- b) Review required contractor submittals, such as shop drawings and samples, but only to determine if they conform to the Landscape Architect's visual and aesthetic design intent.
- c) Review contractor's payment applications to determine if the amount of work represented as complete is generally consistent with the Landscape Architect's observations during its site visits. Landscape Architect's review shall be subject to any noted qualifications.
- d) Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.

Article 2 – Client's Responsibilities

- A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.
- B. Client agrees to advise Landscape Architect of any known or suspected containments at the Project site. Client shall be solely responsible for all subsurface soil conditions.

- C. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

Article 3 – Estimated Schedule and Project Budget

- A. Landscape Architect shall render as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. Client is responsible for updating, and noticing in writing, Landscape Architect of any changes that will result in the Project exceeding the agreed amount of this agreement.

Article 4 – Compensation and Payments

- A. Client agrees to pay Landscape Architect as follows:

1. Program Validation	\$ 3,152.30
2. Design Development	\$ 5,482.40
3. Construction Documents	\$ 7,145.10
4. Construction Administration (maximum three inspection visits)	<u>\$ 2,976.70</u>
5. TOTAL CONTRACT FEE	\$18,756.50

Reimbursable Expenses are included in the above fees.

Article 5 – Termination

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all basic and additional services rendered and reimbursable expenses incurred up to the date of termination.
- C. Upon not less than seven days written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6 – Dispute Resolution

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

Article 7 – Use and Ownership of Landscape Architect's Documents

- A. Upon the parties signing this Agreement, Landscape Architect grants a Client nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents.

Article 8 – Miscellaneous Provisions

- A. The law of the State of Florida governs this Agreement, which is the Landscape Architect's principal place of business.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supercedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.

- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney's fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.
- G. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
- H. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- I. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

LANDSCAPE ARCHITECT

CLIENT

NAME: **L. Alyson Utter, ASLA**

NAME: _____

TITLE: **President**

TITLE: _____

DATE: **August 9, 2021**

DATE: _____

SIGNATURE: _____

PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

Pinellas County

FACILITY/PROJECT

Pinellas Jail SEC Design

Jail Site

DATE OF PROPOSAL

August 11, 2021



		Hours				
		Sr. Landscape Architect	Landscape Architect	Landscape Designer	Clerical Support	Grand Totals
Hourly Rates:		\$202.40	\$150.15	\$125.55	\$75.00	
1	Program Validation	10	0	6	5	\$3,152.30
2	Design Development	10	12	12	2	\$5,482.40
3	Construction Documents	12	6	28	4	\$7,145.10
4	Construction Administration	11	2		6	\$2,976.70
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
TOTAL HOURS A (Items 1-18)		43	20	46	17	126
SUBTOTAL A (Hours x Rate)		\$8,703.20	\$3,003.00	\$5,775.30	\$1,275.00	\$18,756.50
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
TOTAL HOURS B (Items 19-27)		0	0	0	0	0
SUBTOTAL B (Hours x Rate)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PRINTING						
CONTINGENCY						\$0.00
TOTAL (A+B+Printing+Consultants)						\$18,756.50

CC Construction
&A Consultants &
Associates

August 11, 2021

Mr. Jonathan Stones
Williamson Dacar Associates
15500 Lightwave Dr. Suite 106
Clearwater, Florida 33760

Re: PC Jail Checkpoint Building
Clearwater, Florida

Dear Jonathan:

CC & A Construction Consultants & Associates, Inc. is pleased to have this opportunity to present this proposal to provide the following construction cost estimates for the above-mentioned project.

Design Development Cost Budget	approx. 24hrs	\$4,200.00
50% Construction Document Cost Budget	approx. 20hrs	\$3,500.00
	Total Fee	\$7,700.00

We welcome this opportunity to work with you and your team of Professionals on this project. If you have any questions in regard to this proposal, please call me at your convenience.

Sincerely,

CC & A Construction Consultants & Associates, Inc.



Robert A. Kaupp, LEED AP
President

WDA
Approved: _____
Dated: _____

EXHIBIT C – INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**

The recommended Proposer must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Proposal submittals should include, the Proposer's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, Proposer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Proposer shall email certificate that is compliant with the insurance requirements to Pamela Ulrich, plulrich@pinellascounty.org. If certificate received with bid was a compliant certificate no further action may be necessary. 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 d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) 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 a Political subdivision of the State of Florida** as an Additional Insured.

EXHIBIT C – INSURANCE REQUIREMENTS

- e) If any insurance provided pursuant to the Agreement expires, or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the proposer or their agent 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 email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. 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.*
- (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.

EXHIBIT C – INSURANCE REQUIREMENTS

- (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:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<u>Employers' Liability Limits</u>	
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.

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

(3) 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.

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

EXHIBIT C – INSURANCE REQUIREMENTS

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.

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