

**AGREEMENT**

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**

RFQ TITLE: Design Services for New Government Campus

RFP CONTRACT NO. 25-0278-RFQ-CCNA

CONTINUING FIRM: Hellmuth, Obata & Kassabaum, Inc.

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## **SECTION 1 - INTENT OF AGREEMENT**

### **AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR CONSTRUCTION & PROPERTY MANAGEMENT DEPARTMENT**

This Agreement entered into on the **Click or tap to enter a date**. 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 **Hellmuth, Obata & Kassabaum, Inc.** with offices in Tampa, FL hereinafter referred to as the Consultant.

**WITNESSETH**, that:

**WHEREAS**, Pinellas County, herein referred to as the County, requires design and 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 a new headquarters campus for Pinellas County, Florida

**WHEREAS**, the County desires the Consultant provide professional design and 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:

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### SECTION 2 - SCOPE OF PROJECT

#### 1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

For the purposes of this Agreement the term project will 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 and construction administration services. The Consultant must provide professional services described in **Exhibit A, Scope of Services and Fee Proposal**, to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the project.

**Exhibit A, Scope of Services and Fee Proposal is attached.**

#### 2. PROJECT PHASES

All project phases must be completed on or before the milestone dates provided in the County approved project design schedule referenced in Exhibit A.

#### 3. CONSULTING RESPONSIBILITIES

- A. It is the intention of the County that the Consultant is held accountable for its work, including checking and plans review, and that all submittals are complete.
- B. The Consultant is responsible for the accuracy of the work and must 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 in a timely manner all personnel necessary to complete this Agreement; none of whom may be agents or employees of or have any contractual relationship with the County. The primary liaison with the County will be through the Consultant's project manager. All of the services required herein must be performed by the Consultant or under the Consultant's supervision, and all personnel engaged in the work must be fully qualified and must be authorized or permitted under law to perform such services.
- D. The Consultant must endorse all reports, calculations, contract plans, survey data, and any related documentation. Services must be prepared under the direction of an architect and/or engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked must be signed and sealed by the Consultant's Florida registered architect and/or engineer.
- E. The Consultant is responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. Consultant must also provide a bar chart schedule showing overall project time frames. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify Consultant's performance in relationship to fees claimed and to allow the County's project manager to monitor the Consultant's efforts. The Consultant is 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. An updated schedule should be produced within a reasonable time period (1 week) after the Owner requests an updated schedule.
- F. The Consultant must respond, in writing, to all review comments made by the County, within 10 days of their receipt, and must incorporate appropriate design adjustments resulting from the review exchange into the project in the next scheduled submittal.

#### 4. GENERAL DESIGN CONDITIONS

- A. The Consultant must coordinate and solicit appropriate input from third parties, with the knowledge of the County.
- B. All design data, plans, and drawings must be delivered electronically as well as providing reproducible hard copies of all plans and drawings. All specification and other documents must be delivered electronically, Microsoft Word & Excel format as required, as well as the reproducible hard copies.
- C. 1 original and 9 copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.

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D. The Consultant must develop acceptable alternates to design recommendations that may be declared unacceptable by the County.

**5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS**

A. The project must be designed by the Consultant in accordance with applicable industry standards. The Consultant is responsible for utilizing and maintaining current knowledge of any and all laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the project or the services to be performed.

B. The Consultant and any Subconsultant(s) 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 Consultant and Subconsultant. A Consultant and Subconsultant may not enter into a contract with the County unless each party registers with and uses the E-verify system.

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

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

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

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 under Section 448.095(2)(d), Florida Statute. Consultant acknowledges upon termination of this agreement by the County for violation of this section by Consultant, Consultant may not be awarded a public contract for at least 1 year. Consultant acknowledges that Consultant is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Consultant or Subconsultant must insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Consultant is responsible for compliance by any Subconsultant or Lower Tier Subconsultant with the clause set for in this section.

C. Consultant acknowledges and warrants that all digital content and services provided under this contract conforms and will continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Consultant must advise the County in writing of the nonconformance prior to execution of this Agreement and must provide the County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in the County's sole discretion, on its intended timeline will be considered a material breach of this Agreement and grounds for termination by County.

If during the Term of this Agreement, Consultant fails to maintain compliance with WCAG 2.0 A and AA or the County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then the County will notify Consultant of non-compliance. Within 30 days of Consultant's receipt of a non-compliance notice ("Notice"), Consultant and the County will meet and mutually agree upon an appropriate timeline for the resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Consultant:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

failure to comply with the requirements of this section will constitute a material breach of this Agreement and will be grounds for termination of this Agreement.

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## **SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT**

### **1. SERVICES**

#### **A. SEE EXHIBIT A – SCOPE OF SERVICES AND FEE PROPOSAL.**

### **2. BIDDING PHASE**

The Consultant must bear the cost of 2 complete sets of documents (plans and specifications), 2 of which must be signed and sealed by the Consultant as original record sets for the project. Each sheet in the 2 construction plans print sets must be signed, sealed and dated. The title sheet only of the 2 specifications sets must be signed, sealed, and dated. Additionally, any required addenda must be signed, sealed, and dated.

- A. The Consultant, following the County's review of the construction documents and of the latest statement of probable construction cost, must be available to assist the Contractor and County in obtaining bids. The Consultant must assist the Contractor and the County in conducting pre-bid conferences.
- B. The Consultant must 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 must also provide any addenda during the construction phase in sufficient quantity to distribute to all necessary parties as determined by the County.

### **3. CONSTRUCTION PHASE**

It is contemplated that the County will enter into a contract with a general contractor and or Construction Management firm for purposes of the construction of the project consistent with the Consultant's design criteria. Such general contractor is hereinafter referred to as the Contractor. All contact and/or communication from the Consultant to the Contractor must be coordinated with the knowledge of the County.

#### **A. Construction Administration Services include all services agreed upon and included **in Exhibit A, Scope of Services and Fee Proposal**, in addition to the following:**

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 a month 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 must include any subcontractors 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 Contractor's 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 24 hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the County of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the County.
10. Assist in the establishment by the County of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the County's use.
13. The Consultant must visit the project as necessary, or as outlined the contract Exhibits, but at a minimum of 3 month, 6 month and upon construction completion in order to certify that the permit conditions have

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been met satisfactorily. This will not relieve the Consultant of other needed visits to the project should specific issues arise.

14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractor including significant changes in the work made during construction. The Consultant must provide 1 set of signed and sealed prints and 1 CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the County within 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 will provide the Consultant with all the required project's close out material for Consultant's use in the warranty period services.
21. The Contractor will have prime responsibility in the warranty period for all services herein. The Consultant must assist, consult, observe review and document as noted.

### 4. **PROVISIONS RELATED TO ALL PHASES**

- A. The Consultant must investigate and confirm in writing to the County conformance with all applicable local public and utility regulations.
- B. The Consultant will coordinate work designed by various disciplines.
- C. Each set of plans for the project must be accurate, legible, complete in design, suitable for bidding purposes and drawn to scale acceptable to the County. The completed plans must be furnished on reproducible material and in a format which is acceptable to the County.
- D. The Consultant must 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.
- E. The County in no way obligates itself to check the Consultant's work and further is not responsible for maintaining project schedules.
- F. Other Consultant responsibilities are as listed below:
  - i. Provide necessary sealed drawings to obtain building permits or any utility permit.
  - ii. Assist the County in Contractor claims and/or litigation.
  - iii. Review the Adequacy and completeness of documents submitted by the Contractor to protect the County against claims by suppliers or third parties.
- G. The Consultant must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.
- H. All work prepared and/or submitted must be reviewed and checked by a Consultant (Architect/Engineer) registered in Florida. All plans must be signed and sealed by the Professional Consultant in responsible charge.

### 5. **PERMIT APPLICATIONS AND APPROVALS**

- A. The Consultant must prepare all permit applications, data and drawings required for submittal by the County for approval of local, state and federal agencies.
- B. The Consultant must, 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.
- C. For the purpose of ensuring the timely approval of all permits necessary for the construction of the project, the Consultant must schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the

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project, and must furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.

### 6. **COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES**

- A. The requirements of the various utility services must be recognized and properly coordinated with the project design.
- B. Drainage investigations and drainage design must 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**

The County must provide the following for the Consultant's use and guidance:

1. 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.
2. Reproducibles of the County Engineering Department Standard Drawings applicable to the project.

## **SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON**

The following services will be provided at no additional cost to the County:

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.
2. The Consultant must make presentations to the County's Board of County Commissioners, Administrator, Assistant Administrator, Director of Construction & Property Management, and Owner's Representative 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.
3. The Consultant must participate in scheduled Conferences with County staff personnel and Owner's Representative. The meetings will be scheduled by the County at a location provided by the County.
4. The Consultant must 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 must prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the County, must either plead the County's case or provide engineering and technical assistance to the County in its pleading of the case.
5. The Consultant must keep accurate minutes of all meetings and distribute copies to all attending. These meetings will be set up through the County and appropriate County staff will attend.

## **SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES**

### 1. **BASIC SERVICES**

The services described and provided for under Sections 2, 3 and **Exhibit A, Scope of Services and Fee Proposal**, constitute the Basic Services to be performed by the Consultant under this Agreement.

### 2. **OPTIONAL SERVICES**

Services noted in **Exhibit A, Scope of Services and Fee Proposal**, of this Agreement as "Optional" constitute the Optional Services to be performed by the Consultant under this Agreement. Optional Services will be rendered by the Consultant only upon written authorization by the County's Assistant Administrator or designee.

### 3. **CONTINGENCY SERVICES**

When authorized in writing by the County's Assistant Administrator or designee, the Consultant must 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 will be an equitable amount negotiated between the County and the Consultant at the time the need for services becomes known.

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### 4. ADDITIONAL SERVICES

When executed by the County Administrator or Board of County Commissioners as an amendment to this Agreement, the Consultant must provide such additional services as may become necessary because of changes in the Scope of project. Additional Services are classified as any change beyond the Contingency Services upset limit for compensation.

### 5. INVOICING

The Consultant may submit invoices for fees earned on a monthly basis. Such invoicing must be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase, as well as the most current version of the Project Schedule. Billings within each phase of work must be for the percentage of work effort completed to date for that phase. The County will make payments to the Consultant for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

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

The following services are considered reimbursable services and may be billed in full upon their completion and acceptance. The Consultant must provide copies of supporting receipts/invoices/billing documentation. Self-performed reimbursable work must be reimbursed at the firm's standard hourly rates for all related services. A breakdown of personnel hours and billing rates must be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

- A. Payment of Permit Fees (if required).
- B. Payment of the Public Information Meeting Advertisements, if required.
- C. Payment of the Court Reporter for public meetings, if required.
- D. Printing and Binding Services in excess of agreed upon amounts.

Should an invoiced amount for fees earned appear to exceed the work effort believed by the County 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 must be electronically transmitted to the attention of the Assistant County Administrator and designated Project Manager, and or Owner's representative.

Consultant must submit invoices for payment due as provided herein with such documentation as required by the County and all payments will be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices must 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 must include, at a minimum, the Consultant's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by Consultant 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 will be resolved in accordance with the County's Dispute Resolution Process.

## **SECTION 7 - COMPENSATION TO THE CONSULTANT**

1. For the basic services provided for in this Agreement, as defined in Section 3.1, the County agrees to pay the Consultant in accordance with Exhibit A.

The fees in Exhibit A will constitute the total not to exceed amount of \$20,401,083.00 to the Consultant for the performance of Basic Services. For additional services, Optional, Contingency, or Additional, all 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

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Tampa Bay Metropolitan Statistical Area may be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as pre-approved by the County.

2. For the Reimbursable Expenses provided for in the Agreement, as defined in Exhibit A, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of \$80,000.00.

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 \$1,089,120.00 for all assignments performed.
4. Total agreement not-to-exceed amount **\$21,570,203.00**
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.
6. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the Consultant will 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 must 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:

1. The services to be rendered by the Consultant must be commenced upon receipt from the County of written "NOTICE TO PROCEED."
2. All project phases must be completed on or before the milestone dates provided in the County approved project design schedule referenced in Exhibit A, Scope of Services and Fee Proposal.
3. The Consultant will not be held responsible for delays in the completion of the project design to the extent the County causes such delays, or other events outside the Consultant's control. Absent extraordinary circumstances, the County reviews related to the above submittals will not exceed 21 days.

## SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

1. The contingency services provided for under this Agreement must be performed only upon prior written authorization from the Assistant County Administrator.
2. The additional services provided for under this Agreement must be performed only upon approval of the County Administrator or Board of County Commissioners.
3. The Consultant will perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation, therefore, are 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 will have been engaged. Any subconsultant not listed as part of the prime Consultant's team at time of award must be approved by the County's 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, must be performed to the reasonable satisfaction of the County's Assistant Administrator or designee.

## SECTION 12 - RESOLUTION OF DISAGREEMENTS

1. The County will 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.

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2. The decision of the County upon all claims, questions, disputes and conflicts will be final and conclusive and will be binding upon all parties to this Agreement, subject to judicial review.

## **SECTION 13 - CONSULTANT'S ACCOUNTING RECORDS**

1. Records of expenses pertaining to all services performed must be kept in accordance with generally accepted accounting principles and procedures.
2. The Consultant's records are 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 include, but are not 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 also include, but are not 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 will not audit payroll and expense records on task assignments paid by lump sum fee.
3. For the purpose of such audits, inspections, examinations and evaluations, the County's agent or authorized representative must have access to said records from the effective date of the Agreement, for the duration of work, and until 5 years after the date of final payment by the County to the Consultant pursuant to this Agreement.
4. The County's agent or authorized representative must 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 will 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 must be delivered to and will become the property of the County. The Consultant, at its own expense, may retain copies for its files and internal use.

## **SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION**

1. The Consultant must maintain insurance of the types and 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, notice to proceed, or commencement of any work under this Contract. See Section C Insurance Requirements – Attached.
2. If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified 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, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") 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 will not discriminate against employee or applicant for employment because of race, color, sex or national origin.

## AGREEMENT

### **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 will be considered a material breach and will 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 will 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 1 year following the end of the contract.

### **SECTION 20 - SUCCESSORS AND ASSIGNS**

The Consultant must not assign, sublet, or transfer all or any portion of its 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, will be fixed by the proper court at the rate of 5%, per annum, simple interest. Under no circumstances will 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**

1. The County reserves the right to cancel this Agreement, without cause, by giving 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 will be considered a material breach of contract and will be cause for immediate termination of the contract at the sole discretion of County. Alternatively, at the County's discretion, the County may provide to Consultant 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, the County reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience or default.
2. If County terminates the Agreement for convenience, other than where the Consultant breaches the Agreement, the Consultant's recovery against the County will 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 will 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.
3. In addition to all other legal remedies available to the County, the County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the Agreement, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the County.
4. Upon termination, the Consultant must deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

## AGREEMENT

5. 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**

1. This Agreement will become effective on the date of execution first written above and will remain in effect for fourteen hundred sixty (1,460) 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**

1. By accepting award of this Contract, the Consultant, which includes its directors, officers and employees, represents that it presently has no interest in and will 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 will 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.
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. Consultant 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.

**AGREEMENT**

**CONSULTANT'S DUTY:**

If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this agreement, the Consultant will contact:

Pinellas County Board of County Commissioners

Purchasing Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

AGREEMENT

**SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement will 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.

PINELLAS COUNTY, FLORIDA, a

CONSULTANT: **Hellmuth, Obata & Kassabaum, Inc.**

Political subdivision of the State of

Florida, by and through its

Board Of County Commissioners

Chairman

Date: \_\_\_\_\_

ATTEST: Ken Burke, Clerk of the Circuit

Court

Deputy Clerk

Date: \_\_\_\_\_



Digitally signed by  
Jonathan Rae  
Date: 2025.07.01  
11:10:10-04'00'

Authorized Signature

Jonathan Rae

Printed Authorized Signature

Sr. Principal | Sr. Regional Practice Leader

Title Authorized Signature

APPROVED AS TO FORM  
By: Miles Belknap  
Office of the County Attorney

**AGREEMENT**

**EXHIBIT A**

**Scope of Services and Fee Proposal**

See attached Exhibit A



## E X H I B I T      A

### Request for Qualifications RFQ No: 25-0278-NC Design Services for Pinellas County New Government Campus

#### Fee Proposal June 30, 2025

HOK has reviewed the provided documents and based on the discussion to date we have developed this fee proposal on our understanding of the scope and schedule.

Our project team will include the following firms:

- HOK - Prime Consultant, Project Management, Programming, Planning, Master Planning, Architecture, Interior Design, Furniture, Art, Courtroom Planning & Design, Landscape Architecture & Irrigation, Exterior Building & Monument Signage, Wayfinding Signage, Parking Garage Signage, Security Design, LEED Shadowing, Renderings, Construction Administration, Change Management, Record Documents & Post Occupancy Evaluation
- Williamson Design Associates (WDA) - Associate Architect, Project Management, Architecture, Permitting and Construction Administration.
- TLC/Voltair - MEPFP Engineer, Site Lighting Design, Lighting Designer, LEED Shadowing, Indoor Air Quality, Life Cycle Cost Analysis, Record Documents & Post Occupancy Evaluation
- Walter P Moore (WPM) - Structural Engineer, LEED Shadowing, Record Documents & Post Occupancy Evaluation
- Stantec - Civil Engineer, Traffic, Site Utility Infrastructure Improvements, Site Plan Approval, Wetland Delineation, LEED Shadowing, Arborist, Record Documents & Post Occupancy
- THA - Parking Consultant
- Axias - Cost Estimating (Opinion of probable cost at Schematic Design, 50% and 100% Design Development Phases)
- Shen Milsom Wilke (SMW) - Communication & Technology Engineer (Voice, Data & AV), Courtroom Technology, Acoustical Engineer, Sound Masking, Distributed Antenna System (DAS), Record Documents & Post Occupancy Evaluation
- Cini Little - Food Service Consultant/Design
- IMEG - Commissioning (HVAC)
- VDA - Elevator Consultant
- Nova - Exterior Envelope (Waterproofing Consultant & Commissioning (BECx))

#### Scope of Work

Relocation and consolidation of approximately 1,195 employees and operations from several owned and leased facilities currently located in multiple locations in Pinellas County to the New Government Center in the ICOT Center. The drivers at the core of this consolidation will remain as Constituent Service Delivery, a one stop shop approach to services provided by the County, Workforce Engagement and Support, an employee hub bringing multiple departments under one roof and Efficiencies, a cost saving, square footage reduction and shared resources. The consolidation of operations to a central hub will be separated into three buildings: Administration, Justice & The Clerk, and Development Services. Building organization currently envisioned to have a Shared Public Space joining the Justice & The Clerk Building and the Administration Building with a separate Development Services Building.

The requested architectural/ engineering (A/E) services are required to facilitate planning, programming, design, and construction of a new proposed facility. The new energy efficient facilities will support numerous department divisions and provide an optimal physical environment for the efficient operation of critical mission objectives and diverse program functions. The anticipated space requirements for the three buildings total 287,350 GSF in a low-rise campus setting on the 21-acre site. Parking will be provided by a combination of a parking structure (464,800 GSF/~1094 cars) and surface lots. Overall master planning of the site is included as part of the design services with the intent of reserving 4-6 acres for a future building.

Site options will need to consider the location of a bus stop on Ulmerton Road, two entry points off Icot Blvd, a building location that provides a prominent position when viewed from Ulmerton Road, and coordination with the extension of the Pinellas Trail. No traffic light will be allowed at the intersection of Ulmerton Road and Icot Blvd due to the proximity of existing traffic lights.

Pinellas County intends to utilize a construction management at risk, negotiated fee-guaranteed maximum price construction contracting method (Pinellas County is currently in negotiation with Ajax Building Company). HOK will work with the Owner and Construction Manager for successful project delivery, from concept through final completion. The estimated construction value for the proposed facility and site development is as follows:

21 Acre New Government Center - 3 Building option		
Building	Size (GSF)	Assumed Budget
Courthouse Building Area	108,000	\$121,500,000
Office & Lobby	179,350	\$107,610,000
<b>BUILDINGS SUB-TOTAL</b>	<b>287,350</b>	<b>\$229,110,000</b>
Garage Structure	464,800	\$29,747,200
Site	N/A	\$12,770,000
		<b>TOTAL</b>
		<b>\$271,627,200</b>

HOK will perform the following services for the project:

- Assessment of the existing property and facilities at the project site to facilitate development of design documents and make recommendations on the new proposed facilities.
- Facility programming and spatial planning to support critical program functions of diverse division mission objectives, including courtrooms
- Develop estimates of probable construction cost
- Develop plans, drawings and specifications sufficient for all permitting, regulatory approvals, bidding and construction
- Identify permits and regulatory approvals required for the project that are related to the site, including local municipal or county requirements
- Assist with application submission(s) as required for the approvals and/or permits required
- Respond to contractor scope of work inquiries and provide support during project bidding
- Assist with review of contractor bid proposals
- Provide construction administration services during the construction phase
- Review project submittals (up to two times) and provide responses to requests for information
- Conduct periodic progress inspections and site visits to verify contract conformance of work
- Report observations and progress of the work to the Owner. Provide summary in a monthly report
- Certification of project substantial completion and issue notification of any deficiencies

- Perform final Punch Lists to facilitate Owner occupancy and acceptance of the project
- Issuance of record drawings for the project
- Review project closeout documentation
- Include efforts related to civil engineering, complete site planning and review, traffic concurrency analysis, site lighting, landscape and irrigation, voice/data/security, interior design and commissioning support.
- Design Team will attend and present at workshops or Board of County Commission meetings  
The design team has included in the design services multiple meetings with the project team, staff and end users to review documents in the design and construction phases

### **TASK ASSIGNMENT ONE - Pre-Design/Concept Design**

Task 1 shall be divided into two sub-parts:

Task 1.1	50% Concept Design Progress Set
Task 1.2	100% Concept Design Submittal Package

The HOK design team will meet with the Client in a kickoff meeting and visioning session that will form the conceptual basis for the project, establishing the goals and objectives. Walk-through survey of the existing facilities to better access the program elements will be conducted.

HOK will, through interviews and discussion with the Client, confirm/develop a program of spaces describing the size/volume and requirements of each of the spaces in the building and site.

- Initial programming review and Pinellas County facility requirements review with the project team and staff
- Effort includes the potential for up to 3 site visits to similar facilities. Visits may be out of state

HOK, along with the design team will use this document for the development of the concept design. The deliverable shall include meeting minutes from the kickoff/visioning meeting and a building program delivered to the Client.

HOK will provide various design options and strategies as part of the concept design process.

- Concept design documents with multiple building configurations and site options with presentations to the Pinellas County project team
- Identify operational efficiencies as they may materialize in the design process
- Elevation and massing renderings with presentations to the project team

The preferred option will be initially evaluated against the stated project goals. These options will be refined until a final concept plan is chosen. HOK shall provide a final concept plan that depicts a site plan showing the buildings, parking garage, any ancillary buildings, all driveways and parking areas, fencing, landscape buffers, water, future building sites and stormwater management locations. The concept plan shall also provide an Autoturn analysis that will allow turning movements equivalent to the largest vehicle expected to visit the site as determined by Pinellas County. The concept plan will provide a concept level building location and building design including floor plans, building elevations. The deliverable shall include a concept design package including two initial renderings (one interior and one exterior, not photo-realistic) delivered to the Client. HOK will collaborate with Pinellas County's Construction Manager at Risk (CMaR) for project constructability, costs, materials, and schedule impacts.

#### **Workplace Programming and Courts**

- Concept Plans depicting spatial organization
- Concept plans depicting courtrooms, chambers, jury assembly and related areas

- Given the transformational nature of modern workplace standards, complete initial concept drawings and physical space mockups for general office space and courtrooms to demonstrate future use and utilization
- Stacking Diagram portraying the vertical distribution of the project

Also included in this phase are efforts related to traffic concurrency and traffic operational analysis, and initial efforts for site plan approvals.

### **TASK ASSIGNMENT TWO - Schematic Design Phase**

Task 2 shall be divided into two sub-parts:

Task 2.1	50% Schematic Design Page Turn Package
Task 2.2	100% Schematic Design Submittal Package/ERP (Demo)

Using the Concept design further refinement of the project will occur during the schematic design phase. Deliverables at the end of this phase include:

- Updated building program
- Study and provide written analysis of applicable laws affecting the project including but not limited to building codes, ADA, ordinances, rules, zoning, statutes and good practices
- Study and provide written analysis of applicable permits and approvals required for completion of the project. The initial code analysis will include a written statement in the narrative noting methods proposed to comply with the governing codes and regulation, including zoning, occupancy, plumbing calculations, life safety, fire resistance, fire protection
- Preparation of schematic designs, site plans, floor plans, presentation renderings, and site model or models as required for the owner to understand the overall design
- Preparation for preliminary drawings including, but not limited to site, plans, floor plans, sections, elevations, building heights, walking travel distances, site security options, materials, and any additional documents required for clarity
- Site Plan - refinement of relationships between new structures and existing roads, including traffic flow, adjustment for topographic changes, landscape features, walks, and major utility connections.
- Schematic building plans showing typical floor plans, areas of special floor plans, and roof plans
- Preliminary sections and elevations
- Preliminary selection of building systems and materials with a written narrative describing the building envelope - wall systems and window/glazing systems.
- Preliminary sustainability review (LEED Shadowing)
- Structural, mechanical, electrical, plumbing and fire protection (MEPF) systems recommendations

Interior design drawings will include:

- Partition layout on floor plans
- Description of any special millwork requirements including showing case work and millwork on floor plans and in courtrooms.
- Description of any special finishes and inclusion of initial finish schedule for typical areas
- Description of any other interior design components integral with the interior design or building function - such as feature stairs, amenities spaces, etc.

As part of the deliverable for Task 2.2, HOK will provide a written narrative of building materials and systems including civil, landscape, structural, mechanical, electrical, plumbing and fire protection. The deliverable shall include renderings (4 interior and 4 exterior, photo-realistic) delivered to the Client.

Using the schematic design package, HOK will seek a preliminary cost estimate from Axias. The deliverable shall include a detailed cost estimate for the building and the required systems including the site delivered to the Client in .pdf format. HOK will collaborate with Pinellas County's Construction Manager at Risk (CMaR) for project constructability, costs, materials, and schedule impacts.

Early release package, related to attaining the various site permit will be delivered at the end of this phase (to be confirmed with Pinellas County/City of Largo).

#### Workplace Programming and Courts

- Space Plans showing the general size and layout of offices, open areas, and special areas
- Space Plans showing the actual size and layouts of courtrooms, chambers, and associated space
- Workplace program design development review meetings with the project team, staff and elected officials as required for approval from end users and Pinellas County

#### **TASK ASSIGNMENT THREE - Design Development Phase**

Task 3 shall be divided into two sub-parts:

Task 3.1 - 50% Design Development Page-turn Package

Task 3.2 - 100% Design Development Submittal Package

Using the Schematic Design Phase documents further development of the project will occur during the Design Development phase.

Deliverables for Tasks 3.1 and 3.2 include:

- 50% and 100% Design Development drawing reviews with the project team
- Geotechnical coordination with design incorporation
- All required in-progress drawings for the project including architectural, structural, mechanical, electrical, plumbing, fire protection, fire alarm, lighting, acoustical, façade, site drawings, off site drawings (final scope TBD), engineering and documents as required for utility, traffic, and permitting, building envelope, drawings for Courts and administrative, development services office mockups, technology & low voltage, security, furniture fixtures and equipment, wayfinding, landscape, and irrigation
- In progress life safety plans showing strategies for complying with the requirements of the governing codes and regulations including occupancy, fire separations, plumbing calculations, life safety, fire resistance, and fire protection.
- Coordination with all authorities having jurisdiction or project review authority including but not limited to building and fire departments, City of Largo, Pinellas Suncoast Transit Authority, Florida Department of Transportation, Pinellas County Utilities and other utility providers, Forward Pinellas, Creative Pinellas, Design Review Committee boards, and stormwater
- Manage all pre-permit design reviews with authorities having jurisdiction (AHJ)
- Provide cost estimate services at each stage of design review for 50% and 100% DD's
- Participate in design reviews, at each deliverable, with Pinellas County's Construction Manager at Risk (CMAR) for project constructability, costs, materials, and schedule
- Provide an in-progress draft of the Project Manual & Specifications at 100% Design Development. These draft outline specifications and construction standards will describe materials and systems proposed
- In progress site plans showing the building in relation to final grades with all proposed connections to existing or proposed roads
- In progress plans, elevations, and typical wall sections of the building
- In progress reflected ceiling plans of all spaces showing materials and fixture selections

- In progress finished material samples and finish plan or schedule indicating location and type of finishes
- In progress interior plans, which further develop the approved space plans, workplace programming and schematic design (see workplace programming and courts)
- In progress vertical circulation including stair plans and elevator plans.
- In progress enlarged plans and interior elevations.
- Initial interior details and in progress millwork drawings, including court spaces
- In progress sustainability review (LEED Shadowing)

Consultants will provide in progress design drawings with each package.

#### Workplace Programming and Courts

- Establish Workplace Standards with furniture specifications, sizes, finishes and options
- Provide in progress documents for workplace programming and buildout
- Drawings to include in progress finished material samples, finish plan with finish schedule for interior spaces, offices and courts
- In progress furniture fixtures and equipment plans, options with best fit recommendations

Using the Design Development package, HOK will seek a preliminary cost estimate from Axis at the 50% and 100% DD package. The deliverable shall include a detailed cost estimate for the building and the required systems including the site delivered to the Client.

### **TASK ASSIGNMENT FOUR - Construction Document Phase**

Task 4 shall be divided into six sub-parts:

- Task 4.1 - 30% Construction Documents Progress Page Turn Package
- Task 4.2 - 50% Construction Documents Progress Page Turn Package
- Task 4.3 - 75% Construction Documents Progress Page Turn Package
- Task 4.4 - Permit Package
- Task 4.5 - Conformance Documents Progress Page Turn Package
- Task 4.6 - Final Conformance Documents Submittal Package

Using the Design Development Phase documents further development of the project will occur during the Construction Document phase.

Task 4.1 through 4.4 will include the following in progress deliverables, based on the percents listed above:

- Complete Project Manual & Specifications for all disciplines, reviewed with project team at 50%, 75% and 100% construction document reviews. Project Manual & Specifications are required to serve as the standard for Pinellas County facilities going forward
- 30%, 50%, 75% and Permit Package/Drawings reviewed with project team
- Construction Document permit submittal options for early reviews between 75% and 90% completion or alternate as agreed upon with design phasing (Included as Early Release Packages - submittal timeline TBD)
- Permit Package will be signed and sealed
- Participate in design reviews with Pinellas County's Construction Manager at Risk (CMAR) for project constructability, costs, materials and schedule during the 30%, 50% and 75% reviews
- Finished specifications and drawings to clearly describe the construction standards, scope, materials, assembly, and quality of workmanship
- Finished Architectural, Workplace Programming, and Interior Design documents for approval and permitting

- The architect will revise the documents to reflect further adjustments in the scope and/or quality of the project as deemed necessary by the County and the CMAR to bring the construction cost within budget (within the control of the design teams efforts)

#### Workplace Programming and Courts

- Finalize Workplace Standards with furniture specifications, sizes, finishes and options
- Provide construction documents for workplace programming, permit and buildout
- Drawings to include finished material samples, finish plan with finish schedule for interior spaces, offices and courts
- Furniture fixtures and equipment plans
- Incorporate approved Workplace Program design with Construction Documentation

HOK shall provide a Conformed Construction Document package as part of Task 4.5 and Task 4.6 that finalizes, and remaining items not included in the Permit Package and updated the document set based on any AHJ review comments from the Permitting Process. Document set includes the following elements:

#### Conformed Drawings/Construction Drawings (pdf format)

- The architect will revise the documents as required to obtain approval from the authority having jurisdiction as required during any of the submittal and approval processes
- Conformed Cover Sheet/General Notes/Survey
- Conformed Site Plan
- Conformed Demolition Plan, Clearing/Grubbing Plan
- Conformed Erosion & Sedimentation Plan
- Conformed Paving Grading and Drainage Plans
- Conformed Utility Plans and Details showing water and sewer
- Conformed Life Safety Plan
- Conformed Architectural Site Plan
- Conformed Floor plans
- Conformed Reflected Ceiling Plans
- Conformed Enlarged Plans
- Conformed Wall Sections
- Conformed Construction Details
- Conformed Site & Building Signage plans and details
- Conformed Foundation plans
- Conformed Structural plans and details
- Conformed Mechanical, Electrical, Plumbing and Fire Protection Plans, details and schedules
- Conformed Landscape and Irrigation plans, details and schedules

#### Conformed Project Specification Manual (pdf format)

#### Conformed Design CAD files (dwg format)

### **TASK ASSIGNMENT FIVE - Bid/Permit Phase**

#### Task 5.0 - Bidding/Permitting (3 months)

Services related to Bidding and Building Permitting efforts. Services include bid support (answering questions and supporting Pinellas County with addenda), attendance at the preconstruction meetings, response to Bid RFI's.

Services for Building Permitting include responding to review comments made by the Authorities Having Jurisdiction (AHJ), and accordingly updating the documents as required, to attain the required permits. Efforts include:

- Assist CMAR in trade scope development for proposals/bids for construction packages
- Provide technical responses for proposals/bids for construction packages
- Complete plan revisions as needed and identified during bidding
- Attend pre-bid meetings as requested

#### **TASK ASSIGNMENT SIX - Construction Administration Phase**

Task 6.0 Construction Administration (24 months)

Construction Services, for all disciplines, including efforts for Construction progress meetings, RFI/Submittal responses & log, Field Visits (applicable to the current scope of construction work for each discipline) divided into 24 months per the anticipated construction schedule. Site visits are also included in this Scope of Services. Our team estimates an allocation of 48 site visits to occur for the architectural/interior design team, 24 for the MEPF engineer and 18 for the structural engineers.

Construction Administration efforts include:

- Attend pre-construction meetings
- Attend construction contract negotiations as required by the owner
- Attend bi-monthly OAC meetings to be held in the Owner's or Contractor's site office for the project
- Attend other meetings virtually as required to maintain project schedule
- Review/comment on Schedule of Values
- Review/comment on construction schedule durations
- Shop drawings and submittal reviews
- Attend off site production or testing of products or assemblies as required for quality assurance
- Payment application review
- Respond to RFIs
- Submit ASIs as required
- Assist in reviews of delegated design documents
- Provide Construction Document and permit revision services as necessary
- Perform monthly field inspections with field reports
- Complete Substantial Completion walk-through & prepare Certificate of
- Substantial Completion & Final Completion
- Establish and maintain an overall project punch list utilizing the contractor provided software
- Attend commissioning and equipment startups as required under IMEG and Nova scopes of work
- Assist in Test and Balance reviews and corrections by Mechanical Engineer as required under IMEG scope of work
- Advise and consult with the County or owner's representative during the construction phase and assist the CMAR with clarifications and revisions to the construction documents
- Assist in the evaluation, preparation and negotiation and approval of change orders
- Attend final walk-throughs and verify completion of punch list items

#### **TASK ASSIGNMENT SEVEN - Post-Construction Phase**

Task 7 shall be divided into two sub-parts:

    Task 7.1 - Record Drawings

### Task 7.2 - Post Occupancy Evaluation

Record Documents: Conformed set of final documents for record based on the changes and updates determined through the construction process.

Post Occupancy Evaluation: Walk-through with Client and Contractor (CMAR) roughly 11 months after the Substantial Completion to determine if any items need added to the Warranty list and if equipment is functioning as designed. Efforts include:

- Review and provide comments on close out manual/documents presented by the CMAR
- Formalize Record drawings with the CMAR, submit to County
- Permit close out oversight
- Review and provide As-Built documents in a format necessary for migration into County's records including electronic format

If the Client desires to change or expand upon these services, an additional fee shall be negotiated. Services authorized in writing by the Client other than those specifically listed in the Scope of Services shall be considered Additional Services for which the Client shall compensate HOK at current hourly rates for the actual personnel involved in the tasks or as pre-negotiated for that task. Any renegotiation required shall be accomplished prior to further work on the project.

### Potential Added Scope of Work

Potential added scope of work, outside the property lines, to be determined after meetings with the applicable AHJ's.

Offsite Roadway (Ulmerton Rd) includes the following:

- Roadway, TCP, and S&PM for 0.33 miles of Ulmerton Rd to close the median to ICOT, modify turn lane lengths and provide a bus bay.
- Public meeting for median modification - required for FDOT roadways
- FDOT Permitting with District and Maintenance Office's
- Lighting Modifications as needed for Roadway

Offsite Utility efforts include the following:

- Assuming the Sanitary Sewer along ICOT is under sized (8" Gravity Sewer) for the New Building Expansion Demand
- Design a Lift Station and Force Main to run North to 142nd to tie into the existing 29" Sanitary Sewer System
- Assuming the Existing Water Main along ICOT is under sized (8" Potable) for the New Building Expansion Demand
- Design a New Directional Drilled 12" Water Main to tie into the existing 12" Water Main on the South Side of Ulmerton
- Run Fire Flow Tests (Estimate if not covered by County, would need at least 3 tests during Design, Permitting and Fire Permits)
- Both Sanitary and Water Main Offsite Extensions would require an Engineered Design Models and Reports

Both above offsite conditions would generally require Survey, SUE, and Geotechnical Services to be provided by the County.

### Additional Services/Assumptions

We have not included the following efforts in the determination of the fee or have made the following assumptions concerning the project scope:

- Revising drawings, specifications, or other documents when such revisions are inconsistent with written approval or instructions previously given or are due to causes beyond the control of HOK or our sub consultants.
- Providing professional services made necessary by the default of a contractor or by major defects in the work of a contractor in the performance of the construction contract.
- Any redesign due to changes required in the event additional laws, regulations, or policies are promulgated by governmental agencies after the date of this Agreement.
- In the event changes are requested by Client once a phase of design is complete, all work connected therewith shall be treated as additional services and paid for accordingly.
- Provisions to support future projects, renovations, or expansions unless otherwise noted.
- Hidden or concealed conditions, beyond that which might be reasonably inferred, requiring additional design or investigation.
- Solicitation of construction bids or contract award.
- Value engineering or other Architect/Owner requested redesign work, after delivery of permit documents.
- It is assumed Pinellas County will pay all permitting fees directly.
- No work outside the project boundaries except for connection to existing utilities
- Lift/pump station design for sanitary sewer or stormwater purpose is excluded
- Temporary construction trailer(s) and/or temporary utility plans and permitting
- No Hazardous Material Site Assessments are included
- LEED Shadowing effort ends with the finalization of the permit set. No submittal of credits to the USGBC is anticipated.
- We have not included additional documents for Alternate Bids Exceeding Contract Scope, Excessive Change Orders or Multiple Construction Contracts.
- Furniture scope does not include evaluation or counting of existing furniture.
- Cost estimation of FF&E not included.
- Substantive Changes to Scope, Size or Complexity not included
- It is assumed the project will consist of a single permit package for the building. Multiple site packages are anticipated.
- Twenty-four (24) month construction term has been assumed.
- Design of the Air-Cooled CEP, if requested by the Client, would be included in the stated fees provided it is stand-alone structure. An allowance (as a Design Contingency) has been provided for the design of a water-cooled chiller plant. Embedding a either CEP option into the parking garage will require an adjustment to the fees for the garage and engineering.
- Courtroom mockup assumes Pinellas County/CMAR will provide a space, warehouse, or similar, for the mockup.
- Parking structure is assumed to be pre-cast construction.
- Early Release Packages (ERP's) are assumed beneficial to the overall project schedule based on our current understanding. If it is determined, through the development of the schedule with the CmaR, the ERP's will not positively impact the schedule, the scope/fees may me omitted. Fees related to ERP are found in the Design Contingency.
- Fly-thru's and finished models have not been included in the fees provided by can be added to the scope.
- HOK's fee includes a Design Contingency hold for design service requirements not included or fully defined in the scope of work proposal. Utilization of the Design Contingency holds are subject to prior approval by the Pinellas County project representative. All unused Design Contingency holds at the completion of the project shall remain unbilled and represent a design fee credit.

- HOK will not be providing digital services or website development as part of our services and thus the requirements of W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA are not applicable. Any content produced by HOK included as part of any website the compliance with W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA will be on that party and not HOK.
- HOK's scope of work will be complete after the Post Occupancy efforts, approximately one year after Substantial Completion.
- HOK will assist the County in initial discovery related to claims and/or lawsuits. Additional information or efforts requested by the County after initial discovery will be billed hourly at current hourly rates.
- Any information provided by the County HOK has the right to rely on the accuracy of these documents.
- Endorse is defined as the review or approval of contract documents. HOK and the consultant team will endorse contract-related documents to the extent required by applicable industry standards and in accordance with agreed upon scopes of work.
- HOK will invoice all efforts on a percent complete basis.
- HOK will respond to RFI's in 7 calendar days and an initial review of submittals in 14 calendar days. Certain submittals that require fabrication engineering, such as cold-formed metal framing, pre-cast, curtainwall, fire protection or other similarly complex items will require 28 calendar days for review.
- HOK assumes a 15-month design schedule and 3-month permit phase, final schedule to be confirmed upon meeting with CMaR and Building Department.
- All services provided under this contract shall be consistent with applicable industry standards, which require HOK to perform its services with the skill and care ordinarily provided by design professionals practicing under the same or similar locality under the same or similar circumstances.
- Notwithstanding any to the contrary in Section 3.4.F.iii in the Agreement, HOK will review documents submitted by the Contractor for consistency with the design intent in the Contract Documents and the information provided. HOK shall not be required to review, nor be responsible for, means and methods. HOK may rely on, and shall not be responsible for, the professional services performed by the Contractor or its subcontractors and consultants as a result of delegated design. HOK's review of delegated design submittals shall be for the limited purpose of checking for conformance with the aesthetic, performance, and other design criteria expressed in the Contract Documents. HOK shall review Contractor's Applications for Payment for the purpose of determining, to the best of HOK's knowledge, information and belief based on HOK's evaluation of the Work and on the data comprising the Contractor's Application for Payment, whether the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

## **COMPENSATION SUMMARY AND TERMS**

In the determination of the fees the design team has assumed the attached schedule/duration for each of the phases/deliverables. The following summarizes the fees and billing terms as proposed by HOK for the Scope and Services as presented herein. Please note, a 6% markup has been included in the provided fees by the Prime consultant for project management and coordination for all subconsultants not included in DMS defined Basic Services. All elements are lump sum except for the Arborist which will be billed hourly as needed.

The following depicts the Basic Services fee per the DMS fee curve. We have based the fee on complexity group "B" (More than Average Complexity) for the Courthouse Building (Justice & The Clerk), complexity group "D" (Average Complexity) for the Office & Lobby (Administration & Development Services) and complexity group "F" (Considerably Less Than Average Complexity) for the Parking Structure. Fees were based on the budgets listed above. In addition to the Basic Services fee, we have provided the additional items as requested. Summary of the fee as follows:

## Pinellas County New Government Campus, Icot

Non-Continuing Professional Services - Design & Engineering Design Services

HOK 6.25.25

### Pinellas Project Knowns as of 1.2025

1	Total Pinellas County project budget, all in NTE (services, construction, management, FF&E &	\$330,399,000
2	NTE Construction Costs with Sitework	\$271,627,200
	<i>Courthouse, anticipated costs/per ft.</i>	\$1,125
	<i>Offices &amp; Lobby, anticipated costs/per ft.</i>	\$600
	<i>Garage, anticipated cost/per ft.</i>	\$64
3	Programmed square footage, Gensler study dated 1.2025	<b>287,350 GSF</b>
	<i>Courthouse</i>	108,000 GSF
	<i>Offices &amp; Lobby</i>	179,350 GSF
	<i>Garage Structure</i>	464,800 GSF
4	Must comply with RFQ, Turnkey services	
5	Must accept the Pinellas Non-Continuing Professional Services Agreement	
6	Basic fee per the State of Florida DMS	
7	Scopes of Work detailed for Additional Services fee	

1. Basic Service	GSF	Fee	Assumed Budget	%	Group
<b>21 Acre New Government Center - 3 Building option</b>					
Courthouse Building Area (GSF) (Justice & The Clerk)	108,000	\$ 6,819,736	\$ 121,500,000	5.61%	B
Office & Lobby (GSF) (Administration & Development Services	179,350	\$ 5,900,063	\$ 107,610,000	5.48%	D
Garage Structure (GSF)	464,800	\$ 1,623,764	\$ 29,747,200	5.46%	F
Site		See below	\$ 12,770,000		
CEP		Included*			
<b>Basic Services Design Fee</b>		\$ 14,343,563	\$ 271,627,200.00		
DMS Fee percentage		<b>5.28%</b>			

2. Additional Service	Fee
	Required
Facility Programming/Concept Design	YES \$ 434,200
Master Planning	YES \$ 51,250
DRI, PUD or Zoning	YES Incl in Civil #
Traffic Analysis	YES \$ 52,430
Civil Engineering	YES \$ 836,440
Site Utility Infrastructure Improvements	YES Incl in Civil #
Site Lighting Design	YES \$ 27,660
Landscape & Irrigation Design	YES \$ 190,400

<b>Specialty Consultants</b>					
Voice and Data	YES	\$ 209,940	SMW		
Audio Visual	YES	\$ 288,700	SMW		
Food Service	YES	\$ 26,240	Cini Little		
Interior Design	YES	\$ 1,356,290	HOK		
Furniture	YES	\$ 317,350	HOK		
Courtroom - Mockups	YES	\$ 97,210	HOK/SMW		
Indoor Air Quality	YES	\$ 47,700	TLC		
Acoustical (Incl Court Technology and Sound Masking)	YES	\$ 112,610	SMW		
Security (Elec Security)	YES	\$ 530,000	HOK		
Life Cycle Costs Analysis	YES	\$ 13,250	TLC		
LEED Consultant /LEED Shadowing	YES	\$ 137,020	HOK/ALL		
Detailed Cost Estimates	YES	\$ 223,020	Axias		
		Incl Design Contingency	HOK/Stantec		
ERP (Early release package)/Fast track-Demo Package					
		Incl Design Contingency	HOK/Stantec		
ERP (Early release package)/Fast track-Site/Underground Utility					
		Incl Design Contingency	HOK/TLC/Voltair/WPM		
ERP (Early release package)/Fast track-Foundations					
Signage - Wayfinding (Interior)	YES	\$ 96,880	HOK		
Sigange - Ext Bldg & Monument Signs/Site Wayfinding/Directic	YES	\$ 37,500	HOK		
Signage - Parking Garage	YES	\$ 83,210	HOK		
Distributed Antenna System (DAS)	YES	\$ 36,450	SMW		
Elevator Consulting	YES	\$ 112,890	VDA		
Exterior Envelope Commissioning (BECx)/Waterproofing	YES	\$ 232,500	Nova		
		Incl Design Contingency	HOK		
Change Management					
Feasibility Studies	no				
Quality Control	no				
Soils Investigation/Reports	no				
Survey	no				
Survey - Vegetation/Imp./Utility	no				
Existing Facility	no				
Toxic Mitigation	no				
Site Environmental	no				
Graphic Signage	no				
Code Consulting	no	Incl			
Special Code Reviews ACHA	no				
<b>Documents For:</b>	no				
Alternate Bids Exceeding Scope	no				
Excessive Change Orders	no				
Multiple Construction Contract	no				
Record Documents, As-Builts	YES	\$ 91,580	ALL		
Prolonged Const. Admin.	no				
Threshold Inspections	no				
Monthly Proj. Report	YES	\$ 40,400	ALL		
Admin. for multi Contracts	no				
Building Commissioning	YES	\$ 280,900	IMEG		
Post Occupancy Inspections	YES	\$ 58,500	ALL		
Renderings/Models	YES	\$ 35,000	HOK		
Substantive Changes	no				
Changes to Approved CD's	no				
<b>Reimbursables</b>	no				
Reproductions/Printing/Presentation Materials	YES	\$ 50,000			
Travel (Mileage, Air, Rental Auto, Taxi/Shuttle, Meals Lodging)	YES	\$ -			
Courier/US Mail	YES	\$ 30,000			
<b>Additional Services</b>		\$ 6,137,520			

<b>3. Total Design Fee Summary</b>	
Basic Services - DMS Curve	\$ 14,343,563
Additional Services - DMS Additional	\$ 6,137,520
Optional Services	\$ -
<b>Total Design Fee</b>	<b>\$ 20,481,083</b>
Design Fee to Construction Cost Ratio	7.54%
Design Contingency	
Offsite Roadway (Ulmerton)	\$ 312,000
Offsite Utility	\$ 227,200
Arborist	\$ 15,000
Water-Cooled Central Energy Plant	\$ 79,500
ERP (Early release package)/Fast track-Demo Package	\$ 36,220
ERP (Early release package)/Fast track-Site/Underground Utility	\$ 114,300
ERP (Early release package)/Fast track-Foundations	\$ 112,150
Change Management	\$ 92,750
Design Hold (Undetermined requirements)	\$ 100,000
	<b>\$ 1,089,120</b>
	<b>\$ 21,570,203</b>

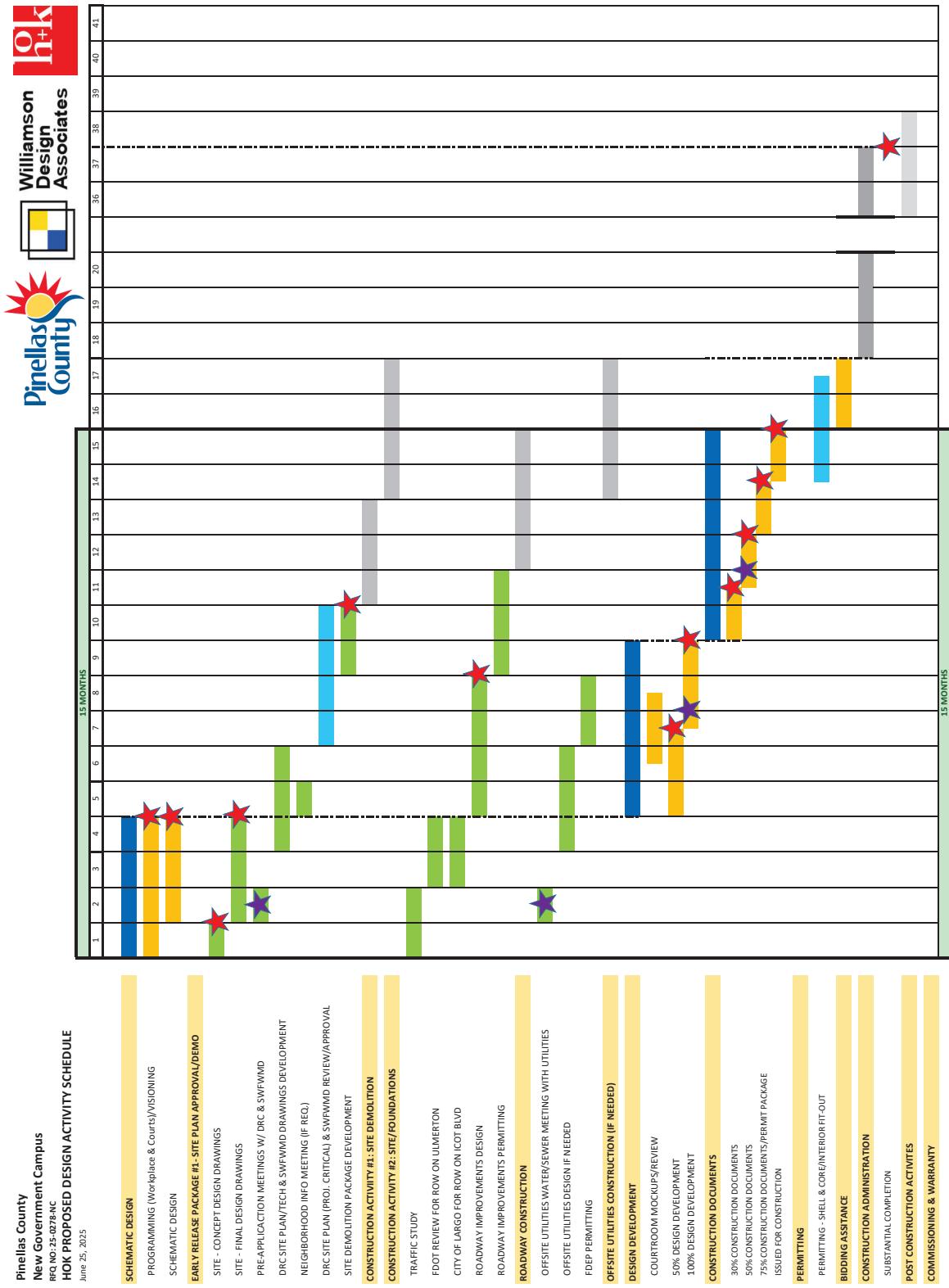
**Pinellas County**  
**New Government Center**

**Estimate of Work Effort**



Date: June 13, 2025

Discipline	Firm Providing Services	Overall Fee	Percent of Overall Fee	SBE Status	SBE Fee	SBE % of Overall Fee
Architecture (Incl. Monthly Project Rpts & Renderings)	HOK	\$ 8,297,096	39.97%			
Architecture	WDA	\$ 913,522	4.40%	Approved	\$ 913,522	4.40%
Structural Engineering	Walter P Moore	\$ 1,730,000	8.33%			
MEPF	TLC	\$ 2,092,045	10.08%			
MEPF	Voltair	\$ 1,313,300	6.33%	Approved	\$ 1,313,300	6.33%
Parking Consultant	THA	\$ 73,000	0.35%			
Facility Programming/Concept Design	HOK	\$ 434,200	2.09%			
Master Planning	HOK	\$ 51,250	0.25%			
Traffic Analysis	Stantec	\$ 52,430	0.25%			
Civil Engineering (Incl DRI/PUD/Zoning & Site Util.)	Stantec	\$ 836,440	4.03%			
Site Lighting Design	Voltair	\$ 27,660	0.13%	Approved	\$ 27,660	0.13%
Landscape & Irrigation Design	HOK	\$ 190,400	0.92%			
Voice and Data	SMW	\$ 209,940	1.01%			
Audio Visual	SMW	\$ 288,700	1.39%			
Food Service	Cini-Little	\$ 26,240	0.13%			
Interior Design	HOK	\$ 1,356,290	6.53%			
Furniture	HOK	\$ 317,350	1.53%			
Courtroom - Mockups	HOK/SMW	\$ 97,210	0.47%			
Indoor Air Quality	TLC	\$ 47,700	0.23%			
Acoustical (Incl Court Technology and Sound Masking)	SMW	\$ 112,610	0.54%			
Security (Elec Security)	HOK	\$ 530,000	2.55%			
Life Cycle Costs Analysis	TLC	\$ 13,250	0.06%			
LEED Consultant /LEED Shadowing	HOK	\$ 137,020	0.66%			
Detailed Cost Estimates	Axias	\$ 223,020	1.07%			
ERP/Fast track - Demo Package	HOK	\$ 36,220	0.17%			
ERP/Fast track - Site/Underground Utility Package	Stantec	\$ 114,300	0.55%			
ERP/Fast track - Foundations	HOK	\$ 112,150	0.54%			
Signage - Wayfinding (Interior)	HOK	\$ 96,880	0.47%			
Signage - Ext Bldg & Monument Signs/Site Wayfinding	HOK	\$ 37,500	0.18%			
Signage - Parking Garage	HOK	\$ 83,210	0.40%			
Distributed Antenna System (DAS)	SMW	\$ 36,450	0.18%			
Elevator Consulting	VDA	\$ 112,890	0.54%			
Exterior Envelope Commissioning (BECx)/Waterproofing	Nova	\$ 232,500	1.12%			
Change Management	HOK	\$ 92,750	0.45%			
Building Commissioning	IMEG	\$ 280,900	1.35%			
Close out - Record Docs, Post Occ Evaluations	HOK	\$ 150,080	0.72%			
	<b>SUB-TOTAL</b>	<b>\$ 20,756,503</b>	<b>100.00%</b>		<b>\$ 2,254,482</b>	<b>10.86%</b>
Reimbursable Expenses		\$ 80,000				
		<b>TOTAL \$ 20,836,503</b>				



**AGREEMENT**

**EXHIBIT B**

**Hourly Rate Sheet**

Hourly rates for ADDITIONAL OR OPTIONAL SERVICES ONLY (excludes contingency services) are adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for series Id: CUUR0000SEMC, CUUS0000SEMC; Professional services in U.S. city average, all urban consumers, not seasonally adjusted; U.S. city average; Professional services; Base Period: 1982-84=100 for the twelve months prior.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted between 90-120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120-day period above will not be considered.

**EXHIBIT B**

**Pinellas County**  
**New Government Center**

**Hourly Rates**

Date: June 13, 2025

Firm/Discipline	Hourly Rate	Firm/Discipline	Hourly Rate
<b>HOK/WDA</b>			
<b>Architecture</b>			
Courts Subject Matter Expert	\$ 400	Senior Principal / Managing Principal	\$ 380
Design Principal	\$ 387	Principal	\$ 335
Technical Principal	\$ 379	Senior Project Manager	\$ 310
Principal-Design	\$ 349	Project Manager	\$ 265
Sr. Regional Practice Leader	\$ 337	Design Manager	\$ 265
Practice Leader	\$ 309	Senior Engineer	\$ 215
Sr. Specification Writer	\$ 319	Graduate / Design Engineer	\$ 180
Specification Writer	\$ 259	Intern Engineer	\$ 140
Sr. Project Manager	\$ 242	Senior Computational Designer	\$ 230
Project Manager	\$ 214	Computational Designer	\$ 185
Sr. Project Architect	\$ 231	Junior Computational Designer	\$ 165
Sr. Architect	\$ 199	Senior Technical Modeler	\$ 170
Visualization Regional Director	\$ 189	Technical Modeler	\$ 140
Sr. Project Designer	\$ 239	Senior Administrative Assistant	\$ 160
Project Designer	\$ 187	Administrative Assistant	\$ 125
Project Architect	\$ 194		
Architect	\$ 137		
Sr Design Professional 2	\$ 170	<b>TLC</b>	
Sr. Design Professional	\$ 134	<b>MEP&amp;F</b>	
Project Administrator	\$ 114	Principal-In- Charge	\$ 265
Design Professional	\$ 111	Senior Mechanical Engineer	\$ 220
		Senior Electrical Engineer	\$ 220
		Mechanical Project Engineer	\$ 190
		Electrical Project Engineer	\$ 190
<b>Interiors:</b>		Mechanical Engineer III/IV	\$ 150
Director of Interiors	\$ 287	Electrical Engineer III/IV	\$ 150
Director of Design, Interiors	\$ 266	Plumbing Specialist	\$ 140
Sr. Project Manager	\$ 232	Mechanical Engineer II/I	\$ 130
Sr. Project Interior Designer	\$ 213	Electrical Engineer II/I	\$ 130
Sr. Interior Design Pro	\$ 168	Mechanical Designer	\$ 120
Interior Designer	\$ 118	Electrical Designer	\$ 120
Interior Design Professional	\$ 107	Plumbing Designer	\$ 115
		Administrative Personnel	\$ 90
<b>Planning/Landscape:</b>		Intern	\$ 90
Director of Planning	\$ 385		
Sr. Landscape Architect	\$ 174		

Landscape Design Professional	\$	114	<b>Voltair</b>	
Landscape Architect	\$	147	<b>MEP&amp;F</b>	
			Principal	\$ 300
			Director	\$ 292
<b>Graphics/Signage:</b>				
Sr. Graphic Designer	\$	174	Project Manager	\$ 305
Graphic Designer	\$	125	Senior Engineer I	\$ 195
			Senior Designer I	\$ 182
			Designer I	\$ 122
<b>Sustainability:</b>				
Director of Sustainable Design	\$	358	Designer II	\$ 158
Sustainable Design Leader	\$	211	Engineer I	\$ 134
Sr Sustainable Design Specialist	\$	148	Engineer II	\$ 161
Sustainable Design Specialist	\$	118	Engineer II	\$ 176
			BIM	\$ 169
<b>Stantec</b>			Admin Assistant	\$ 100
<b>Civil</b>				
Principal	\$	300	<b>SMW</b>	
Chief Engineer 1	\$	275	<b>Acoustics, Low Voltage, Audio-Visual</b>	
Senior Engineer	\$	190	Partner	\$ 300
Engineer	\$	150	Senior Principal	\$ 275
Engineer I	\$	135	Principal	\$ 250
Engineer Intern	\$	120	Senior Associate	\$ 210
Senior Project Manager	\$	210	Associate	\$ 180
Project Manager	\$	180	Consultant	\$ 125
Chief Designer	\$	140	Senior BIM Designer	\$ 180
Senior Designer	\$	130	BIM Designer	\$ 115
Designer	\$	120	Administration	\$ 90
Chief Planner	\$	200		
Senior Planner	\$	180	<b>Cini-Little</b>	
Planner	\$	120	<b>Food Service</b>	
Senior Landscape Architect	\$	180	Vice President	\$ 225
Landscape Architect	\$	130	Director	\$ 200
Landscape Designer	\$	115	Senior Project Manager	\$ 175
Senior Utility Coordinator	\$	180	Project Manager	\$ 150
Utility Coordinator	\$	125	Project Designer	\$ 130
Senior Scientist	\$	180	Project Coordinator	\$ 120
Scientist	\$	125	Estimator	\$ 130
Senior Geologist	\$	180	BIM/CAD Service	\$ 140
Geologist / GIS Specialist	\$	115	Administrative Service	\$ 100
Senior Ecologist	\$	150		
Ecologist	\$	130	<b>Nova</b>	
Financial Control Specialist	\$	130	<b>BECx</b>	
Senior Inspector	\$	135	Building Enclosure Consultant	\$ 190
Inspector	\$	120		
Senior Field Technician	\$	115	<b>HOK</b>	
Summer Intern / Field Technician	\$	110	<b>Elec Security</b>	
Clerical	\$	100	Engineering Practice Leader	\$ 374

<b>IMEG</b>				
<b>Commissioning</b>				
Sr Client Exec/Sr Market Director/VP	\$	310	Sr Security & Elec System Specialist	\$ 243
Client Executive/Market Director	\$	275	Sr IT & Elec System Specialist	\$ 222
Project Executive	\$	255	Sr Eng Design Professional (Sect Elec)	\$ 159
Senior Project Manager 2	\$	230	Eng Design Professional (Security Elec)	\$ 126
Senior Project Manager 1	\$	200		
Engineer of Distinction	\$	240		
Senior Engineer/Planner/Consultant 3	\$	230		
Senior Engineer/Planner/Consultant 2	\$	200		
Senior Engineer/Planner/Consultant 1	\$	180		
Project Engineer/Consultant 2	\$	160		
Project Engineer/Consultant 1	\$	150		
Consultant/Planner/Authority/Analyst 2	\$	130		
Consultant/Planner/Authority/Analyst 1	\$	150		
Designer of Distinction	\$	205		
Senior Designer/Authority/Consultant 3	\$	190		
Senior Designer/Authority/Consultant 2	\$	185		
Senior Designer/Authority/Consultant 1	\$	165		
Project Designer/Authority/Consultant 2	\$	150		
Project Designer/Authority/Consultant 1	\$	140		
Designer/Authority/Analyst 2	\$	120		
Designer/Authority/Analyst 1	\$	110		
Design Technician 2	\$	95		
Design Technician 1/Intern	\$	90		
Senior Construction Administrator	\$	180		
Construction Administrator	\$	145		
Senior Virtual Design Coordinator 2	\$	135		
Senior Virtual Design Coordinator 1	\$	130		
Virtual Design Coordinator 2	\$	125		
Virtual Design Coordinator 1	\$	110		
Virtual Design Technician	\$	95		
Administrative Assistant	\$	85		
			<b>HOK</b>	
			<b>Change Management</b>	
			Director	\$ 310
			Specialist	\$ 186
			<b>Axias</b>	
			<b>Cost Estimating</b>	
			Principal/Vice President	\$ 190
			Senior Cost Manager	\$ 150
			Cost Manager	\$ 135
			Assistant Cost Manager	\$ 110
			Scheduler	\$ 145
			<b>VDA</b>	
			<b>Elevator</b>	
			Principal	\$ 440
			VP/Area Manager	\$ 385
			All other Consulting Staff	\$ 325
			CAD Operator	\$ 245
			Clerical	\$ 120

## **EXHIBIT C - INSURANCE REQUIREMENTS**

### **INSURANCE**

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain, and require any subcontractors 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, Vendor 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.

### **LIMITATIONS ON LIABILITY**

Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor 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. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any quote that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible quote, as determined by the County in its sole discretion.

- A. Submittals should include the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor 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.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, 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). The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.

- B. 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. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Quote and/or contract period.
- C. 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](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.
- 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

D. If subcontracting is allowed under this Quote, the Primary Vendor 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.

All subcontracts between the Vendor and its subcontractor 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 the Vendor to the same extent the Vendor 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 the Vendor 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 a 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. The Vendor 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 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

E. 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.

- 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 Vendor.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

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:

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** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

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

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, 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) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or

other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. Coverage should include and be for at least the minimum limits listed below:

- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- b. Defense including costs, charges and expenses incurred in the investigation, adjustment, or defense of claims for such compensation damages.
- c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage 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 Pollution Legal/Environmental Legal Liability and other coverage combined.

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

Limits

Each Occurrence or Claim	\$ 15,000,000
General Aggregate	\$ 15,000,000

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

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