

**Attachments:**

Pages 1-4: Response to OMB Request for Budget Resolution Information

Page 5: CCC Budget Detail Report

Page 6: Budget, Encumbrance, Expenditure Report (FY22 YTD)

Pages 7-37: Agreement for Oracle E-Business Suite Upgrade

Pages 38-48: Clerk IT Department Renovation Proposal

**Functional Resources for EBS Upgrades**

- **Description (*What is it*):** Expert EBS functional consultants to evaluate and provide recommendations, documentation, development, and training related to our EBS Business Suite upgrade already underway with BTS including the evaluation of the finance division’s future business processes and ERP roadmap.
  
- **Justification:** The Clerk’s Finance and IT Divisions (Clerk) contracted with S2, Inc. to provide expert EBS functional consultants. The current EBS upgrade projects are crucial to the sustainability of Pinellas County’s EBS, which is the backbone of financial transactions and financial reporting for Pinellas County. The additional functional resources will better ensure successful implementation of the upgrades and provide an efficient approach to the project timeline to mitigate future projects to address unforeseen needs. This project requires a consultant familiar with the county Oracle footprint, the Clerk business processes, and involves near term actions and future technology plans. This contract will supplement/work in collaboration with the functional, change management, and training resources hired by BTS to work on the EBS upgrade. This assistance will allow our finance and technology division resources additional band width to continue working on other county IT implementation projects. It will also allow BTS the ability to use budgeted funds to provide other necessary resources for the project.
  
- **Summary of Request:** The functional resources are providing finance specific assistance in identifying new features/functions within the 12.2.10 upgrade to address the current business process gaps, system issues, mitigating existing customizations and improvement to data analysis and dashboards, implementation, configuration, testing, training, and providing supporting documentation. This contract is a non-recurring contract with S2, Inc. which provides \$750,000 in additional contracted functional resource staff to assist in ongoing E-Business Suite (EBS) Upgrades (Oracle/OPUS).
  
- **Operational Improvements**
  1. Support functional improvements, organizational change management, and continual definition of the future state roadmap.

2. Identification and/or creation of current and future state business processes, controls and desktop procedures.
  3. Defined future functionality to improve business capability, data access, decision making and streamline departmental and organizational controls and processes.
  4. Assist in the creation of the solution 1-3-year "to be" roadmap that will be presented to county Leadership.
  5. Lead the effort to automate non-value-added functions based on predefined workflow and business rules.
  6. Lead the effort to integrate Single Source of Truth, System of Record, and Reduction of Manual effort.
  7. Lead the following upgrade efforts:
    - a. System configuration to support approved changes to business processes.
    - b. System testing (scripts, controls, business resource logistics, results validation and execution)
    - c. Desktop procedures updates/creation
    - d. Integration testing (system, external, and manual processes) to complete cross organizational/department processes
    - e. Training process, material and execution
    - f. Knowledge transfer to Subject Matter Experts and Process Owners.
    - g. HyperCare Support
- **Budgetary Impact ( *Total Amount* ): \$750,000**
  
  - **Recurring/Non-Recurring (*break up amounts if necessary*): \$750,000 non-recurring**

## Questica Budget Software

- **Description (*What is it*):** Budget software license and implementation and a license for CaseWare to produce an annual budget book.
  
- **Justification:** This issue will improve the Clerk’s budgeting development, projections, and planning processes by providing custom reporting, more accurate FTE tracking, and scenarios. Furthermore, this issue will allow the Clerk to produce an annual budget book, improving internal and external communication of the Clerk’s budget. Better planning will result in a more efficient use of resources and allow the Clerk’s Office to better serve its customers.
  
- **Summary of Request:** This issue provides \$204,605 (\$156,375 non-recurring) to purchase licenses and implementation of Questica Budget Software to allow for better budget development, forecasting, and planning. The recurring license fees will be funded by the Clerk directly as further described below.
  
- **Operational Improvements:**
  - Custom Budget Reports
  - Improved Budget Development, Forecasting, and Planning Processes
  - Improved Integration with other Entities including Pinellas County’s Office of Management and Budget’s Questica Instance
  - Integration Points with EBS, Payroll, and Revenue systems to allow real-time reporting in a user-friendly format.
  - Greatly reduce manual manipulation of data from EBS, Payroll, and Revenue systems improving staff efficiency.
  - Improved communication of budget internally and externally
  
- **Budgetary Impact ( *Total Amount* ): \$204,605**
  
- **Recurring/Non-Recurring (*break up amounts if necessary*):** \$156,375 non-recurring (Questica implementation, \$48,230 recurring (Questica and CaseWare licenses); however, recurring portion will be absorbed within the Clerk’s existing base budget and will not require specific recurring appropriations from the Board.

## Renovation of Unimproved Space at Swisher Building for Clerk's Technology

- **Description (*What is it*):** Renovation of Unimproved Space at County-owned Swisher Building for Clerk's Technology.
  
- **Justification:** The Clerk of Court's Technology Division supports the technology needs for the entirety of the Clerk's office. This includes housing computers, printers, peripheral devices, imaging, set up, and distribution to Clerk departments. Clerk's Technology has issues with space requirements to include equipment storage and additional office space for staff. Renovation of the unimproved space will allow Clerk Technology to solve the space requirement issues and improve the usability of the Swisher building for the foreseeable future. See s. 29.008, F.S. for county funding requirements.
  
- **Summary of Request:** This issue will provide funding to cover construction costs to improve approximately 1,600 square feet of space at the County-owned Swisher Building to allow additional space for staff and extra storage for IT equipment.
  
- **Operational Improvements:**
  - Allow for ample space for staff, eliminating the need to hotel staff.
  - Provide adequate storage space to store equipment in a central location.
  - Provide sufficient space for imaging and setup of equipment
  - Free up cubicle space, wall space, aisle space, staff office space and other department space from storage of equipment
  - Reduce time spent transporting equipment from storage locations to Clerk Technology for imaging, setup, and distribution
  - Improve teams' ability to be more productive and work more efficiently
  
- **Budgetary Impact ( *Total Amount* ): \$400,000**
  
- **Recurring/Non-Recurring (break up amounts if necessary):** \$400,000 non-recurring

**Pinellas County  
Budget Detail Report**

FY22 Clerk Budget Resolution - Supporting Materials

**Adopted Budget Stage**

<b>950001 - Clerk of the Circuit Court</b>										
<b>Account No.</b>	<b>Acc Descr</b>	<b>Detailed Description</b>	<b>Justification</b>	<b>Recurring</b>	<b>FY2018 Actuals</b>	<b>FY2019 Actuals</b>	<b>FY2020 Actuals</b>	<b>FY2021 Adopted Budget</b>	<b>FY2021 Estimate</b>	<b>FY2022 Request</b>
5919951	Trans To Clk Bd-Personal Services									
					10,688,840.00	11,418,340.00	11,651,710.00	12,653,800.00	12,653,800.00	12,332,190.00
<b>5919951 Total</b>					<b>10,688,840.00</b>	<b>11,418,340.00</b>	<b>11,651,710.00</b>	<b>12,653,800.00</b>	<b>12,653,800.00</b>	<b>12,332,190.00</b>
5919953	Trans To Clk Bd-Operating									
					1,081,830.00	1,148,570.00	1,345,660.00	1,408,300.00	1,408,300.00	1,478,550.00
<b>5919953 Total</b>					<b>1,081,830.00</b>	<b>1,148,570.00</b>	<b>1,345,660.00</b>	<b>1,408,300.00</b>	<b>1,408,300.00</b>	<b>1,478,550.00</b>
5919956	Trans To Clk Bd-Capital									
					136,680.00	153,790.00	153,790.00	128,110.00	128,110.00	84,680.00
<b>5919956 Total</b>					<b>136,680.00</b>	<b>153,790.00</b>	<b>153,790.00</b>	<b>128,110.00</b>	<b>128,110.00</b>	<b>84,680.00</b>
<b>950001 - Clerk of the Circuit Court Total</b>					<b>11,907,350.00</b>	<b>12,720,700.00</b>	<b>13,151,160.00</b>	<b>14,190,210.00</b>	<b>14,190,210.00</b>	<b>13,895,420.00</b>

**Budget Expenditure and Encumbrance FY22 Fund 0001**

FY22 Clerk Budget Resolution - Supporting Materials

10-NOV-2021  
04:18:43

Pinellas County  
NOV-21

Fund=0001 (General Fund), Center=950001 (Clerk of the Circuit Court)

	Period Activity (Expenditures)	Budget	Year To Date Expenditures	Encumbrances	Over-Under Budget	%
<b>Transfers:</b>						
5919951 Trans To Clk Bd-Personal Se	1,027,680.00	12,332,190.00	2,055,360.00	0.00	10,276,830.00	17
5919953 Trans To Clk Bd-Operating	123,210.00	1,478,550.00	246,420.00	0.00	1,232,130.00	17
5919956 Trans To Clk Bd-Capital	0.00	84,680.00	84,680.00	0.00	0.00	100
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<b>Total Transfers</b>	1,150,890.00	13,895,420.00	2,386,460.00	0.00	11,508,960.00	17
	-----	-----	-----	-----	-----	---
<b>Total Expenditures and Other Uses</b>	1,150,890.00	13,895,420.00	2,386,460.00	0.00	11,508,960.00	17

**#601145, CONSULTANT AGREEMENT for Oracle E-Business Suite Upgrade**

This Consultant Agreement is entered into this 28<sup>th</sup> day of September, 2021, by and between the Pinellas County Clerk of the Circuit Court and Comptroller's Office (Clerk), whose address is 315 Court Street, Clearwater, Florida, 33756, and S2 Solutions Co. (Contractor/VENDOR), whose address is 8507 Kentucky Derby Drive, Odessa, FL 33556 (collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the Clerk and County have previously contracted with S2 Solutions Co. to provide expert consulting services focused on review and recommendations to design, configure, test, train, document, and provide strategic direction for the Oracle Suite of products used by the Clerk, and both Parties are satisfied with the performance of that agreement; and

**WHEREAS**, S2 Solutions Co. through previous subcontract provided expert consulting and implementation services during implementation of the Oracle EBS 12.2.10 software solution for the Oracle Suite enabling internal control monitoring. The expert advice and deployment of this system along with the value-added recommendations received by the County and Clerk from the vendor, demonstrated vendor's expert knowledge in the Oracle Suite currently used by the Clerk and County and therefore, the Clerk finds continued work with Contractor to be beneficial and cost effective, and wishes to enter into this new agreement between the Parties;

**NOW THEREFORE**, the Parties agree as follows:

1. **DOCUMENTS COMPRISING AGREEMENT AND CONFLICT CONTROL.** The Agreement consists of the following documents, which are, collectively, referred to as the "Agreement":
  - 1) This Consultant Agreement;
  - 2) EXHIBIT A: Statement of Work
  - 3) EXHIBIT B: The Clerk of the Circuit Court and Comptroller, Pinellas County, Florida Standard Contract Conditions.
  - 4) EXHIBIT C: Insurance Requirements
  - 5) EXHIBIT D: Invoice Information

In the event of a conflict between the documents, the documents shall govern in the order listed above, with the terms of each document superseding over the subsequently listed document(s). For purposes of this agreement, the term "Clerk" means the Clerk, as defined in Exhibit B, or his authorized designee.

2. **CONTRACTOR SERVICES.** Contractor will provide a consultant or subcontractor, to be approved in advance by the Clerk, to perform services under this Agreement (hereinafter, "Personnel" or "Resource").
  - a. **Services.** The services include but are not limited to the following Statement of Work, Exhibit A, Oracle e-Business 12.2.10 roadmap functional support for release 1, 2 and future (the "Services").

- b. Consulting Service Requirements.** Consultant(s) possess expert functional and configuration knowledge across multiple workstreams ( based on the following functional areas: Finance/Accounting (GL, FA, AP, AR, CM, SLA), Grants, Projects (Accounting and Portfolio Management), Project Procurement, iProcurement, iSupplier Portal, Vendor Management, Procurement, Sourcing, Inventory, Payroll, HCM, OTL, Absence Management, Employee Self-Service, iExpense, Employee Self-Service, Workflow, and ECC) leveraging Industry Best Practices processes and Organizational Change Management controls.

This includes

- Oracle EBusiness 12.1.3 and 12.2.X requirements gathering and documentations
  - Agile solution modeling
  - Process and procedural documentation
  - Process flow defined at the workstream/multi-departmental transaction level
  - Industry Best Practices within a Public Sector/Government Organization
  - Organizational Change Management knowledge
  - Oracle Functional and Process integration testing
  - Development and execution of testing and training requirements
  - At least 1 new implementation and 1 upgrade leveraging Oracle eBusiness Technology
  - Supporting Future state “to-be” requirements, business justification, level of effort and cost creation and presentation to executive management
  - Working with an aggressive timeline and multiple organizations with various objectives
  - 
  - Ability to leverage the following tools to support document and communications:
    - Microsoft Office
    - Microsoft Teams
    - Microsoft Projects
    - Microsoft Visio
- c. Qualifications and Approval of Resources.** VENDOR agrees that each Resource providing Services shall have sufficient knowledge, expertise, credentials, and qualifications to perform the Services and shall fulfill all the requirements set forth in this Agreement. The Clerk shall have the right to approve any Resources assigned to provide the Services, including Subcontractors, which approval shall not be unreasonably withheld. The Clerk, on a reasonable basis, shall have the right to require the removal and replacement of any Resource at any time during the term of the Agreement, by notifying VENDOR in writing. VENDOR shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the Clerk and shall promptly replace the Resource with another Resource, acceptable to the Clerk, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where an individual Resource is prohibited by applicable law from providing Services, removal and replacement of such Resource shall be immediate and not subject to the forty-eight (48) hour replacement timeframe. If no Resources are available to perform the Services following notice of removal of a Resource, the Clerk may terminate this Agreement.



- d. **Work Logistics:** Services will be provided by each assigned Resource working 8 a.m. to 5 p.m., Monday through Friday (or such hours as later agreed upon between Clerk and VENDOR), at such location as identified by the Clerk upon assignment of each Resource. If Services are provided at a physical Clerk office location, Resources shall be provided with and shall abide by Clerk's personnel policies, dress code, and other such work policies and procedures (written or oral) as may be applicable, as advised by the Clerk. Such compliance does not, however, make any Resource an employee of the Clerk.
- e. **Task Assignments:** The Clerk shall identify for each project specific work assignments, requirements, directions, measurement metrics, etc., to govern Resource's work in providing the Services. VENDOR will direct work of assigned Resource(s) subject to the Clerk's identified goals. Tasks shall be completed within agreed timeframes and at the level of competency required. VENDOR will provide the Clerk with necessary documentation for confirmation of work hours and project status as requested.
- f. **Estimated Project Hours:** The VENDOR will perform the Services on a production basis, as opposed to an hourly basis, in compliance with the statement of work.
- g. **Escalation:** The Clerk shall contact VENDOR immediately with any concerns about a Resource's qualifications, work product, timeliness, or ability to perform the Services, and VENDOR will remedy any concerns or replace the Resource.

**3. TO BE PROVIDED BY THE CLERK.** The following tools shall be provided to VENDOR Resources:

ON SITE

- Access to applicable County-owned software via secure method (Oracle, etc.).
- Paid parking within one (1) block of 14 S. Ft. Harrison Avenue, Clearwater
- Workspace for a laptop, workpapers, etc.

OFF SITE

- Access to applicable County-owned software via secure method (Oracle, etc.)

**4. PAYMENT FOR SERVICES.** The Pinellas County Clerk's Office will pay the Contractor **\$5200 per week** for the Services. This is calculated based on an agreed upon average of \$130 per hour blended rate. The number of hours that VENDOR is expected to incur to complete tasks shall approximate 40 hours per week by the VENDOR Resource(s) providing the Services as noted in **Exhibit A - Statement of Work, Section 5 - Proposed Resource Sourcing Approach**, but could require more to complete the Services. VENDOR shall provide sufficient Resources who will work such hours as necessary to perform the Services within the contract term. If changes to the scope of the work are agreed upon by the parties that extend the term beyond the contract term, the VENDOR agrees to perform the additional work at a rate of \$130 per hour. Any such additional work must be approved by the Clerk in writing *in advance*. The Clerk will not pay for hours worked by VENDOR support staff or employees not directly providing the subject Services to the Clerk.

**Services under this contract for the initial term shall not exceed: \$750,000.**

No travel or per diem reimbursement expenses will apply to this agreement unless expressly approved by the Clerk in advance. All bills for any travel expenses that are authorized shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, and in compliance with the Clerk's policy for travel expenses.

Clerk shall pay VENDOR upon VENDOR's completion of, and Clerk acceptance of, the Services required herein, as specified in the Agreement. VENDOR shall submit invoices for work performed in compliance with the specifications in Exhibit D (Invoice Information).

5. **TERM.** The Initial Term shall begin on date of execution and be effective until September 30, 2023.
6. **RENEWAL.** At the end of the initial term of this contract, this Agreement may be extended for successive monthly or annual terms, on an as-needed basis, or such other renewal terms agreed to in writing by the Parties. Renewal contracts will not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Clerk and subject to the availability of funds. The decision to renew a contract rests solely with the Clerk.
7. **RELATIONSHIP OF PARTIES.** It is understood by the Parties that any Resources who perform Services under this Agreement are employees solely of VENDOR, or independent contractors, and are not the employees, agents, or servants of the Clerk and will not be entitled to any benefits granted employees of the Clerk. The Clerk will not provide any benefits, including health insurance benefits, paid vacations, or any other employee benefit to VENDOR or its employees or agents. Each Party agrees to assume complete responsibility for its own employees and agents with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.
8. **WORK PRODUCT OWNERSHIP.** Any copyrightable work, ideas, discoveries, inventions, patents, products or other information (collectively, the "Work Product") developed in whole or in part by VENDOR in connection with the Services provided hereunder, shall be the exclusive property of the Clerk. Upon request, VENDOR will sign all documents necessary to confirm or perfect the exclusive ownership of the Clerk to the Work Product.
9. **CONFIDENTIALITY.** VENDOR will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose or communicate in any manner any information that is proprietary to the Clerk. VENDOR will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, VENDOR will return to the Clerk all records, notes, documentation and other items that were used, created or controlled by Contractor during the term of this Agreement, in a format that is accessible by the Clerk.

**10. SUBCONTRACTORS:** Subcontracting is authorized, subject to the requirements of Section 2c, which shall fully apply to Resources that work for Subcontractors. VENDOR will ensure that Subcontractors comply with all terms of this Agreement.

**11. NON-SOLICITATION.** During the term of this Agreement and for a period of one year thereafter, VENDOR will not employ any Clerk employees, or solicit, encourage, or otherwise direct any of the Clerk's employees to leave employment with the Clerk. Notwithstanding the foregoing, VENDOR shall not be restricted from employing personnel who make unsolicited applications in response to a general advertisement or genuine public recruitment campaign.

**12. SECURITY.** All employees, agents, Resources, and authorized subcontractors of VENDOR with access to Clerk computer networks and systems in the performance of this contract must be approved by Clerk and must abide by all applicable terms and conditions of the contract as well as Pinellas County security of information resources policies and procedures, and State of Florida information security laws and rules.

Whenever necessitated by legitimate concern for reasonable security precautions as determined by the Clerk and without regard to the identity of any individual, the Clerk will require Resources to submit to, and successfully pass, an appropriate security background investigation prior to being allowed access to any of the Clerk's facilities to perform those Services as set forth in this Agreement. The Clerk reserves the right to have Resources removed from access to Clerk property or networks when it is determined to be in the best interest of the Clerk.

**13. INDEMNITY.** VENDOR shall indemnify, pay the costs of defense with counsel of its choosing, including attorney's fees, and hold harmless the Clerk from all suits, actions or claims of any character brought on account of any damages sustained by any person or entity as a result of the gross negligence or willful misconduct of VENDOR, except only to the extent such damages were occasioned by the wrongful acts of the Clerk. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

*[Signatures follow on the next page]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Agreement is not valid until signed and dated by both Parties.

**S2 Solutions Co.**

**Clerk of the Circuit Court and Comptroller  
Pinellas County, Florida**

Dharmesh Shah

**KEN BURKE, CPA**

\_\_\_\_\_  
[Type Name of Signatory]

\_\_\_\_\_  
[Type Name of Signatory]

*Dharmesh Shah*

*Ken Burke*

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

9/15/2021

9/28/2021

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM**

By: *Amanda S. Coffey*

\_\_\_\_\_  
Office of the County Attorney

## **Exhibit A: Statement of Work**

### **ORACLE E-BUSINESS 12.2.10 ROADMAP FUNCTIONAL SUPPORT**

#### **1. Project Organization**

Pinellas County recently completed executing an upgrade of its Oracle E-Business Suite system from 12.1.3 to 12.2.10. This is a multi-track project that initially focused on a technology stack refresh to take advantage of technology improvements. This SOW requires the identification of new features/functions within 12.2.X to address the current business process gaps, system issues, mitigation of existing customizations (CEMLIs) and improvement to data analysis and dashboards, implementation, configuration, testing, training, and supporting documentation.

Specifically, the functional Resources will lead the business effort to support:

- a. Business consulting services to support 12.2.X functional improvements, organizational change management, and continual definition of the future state roadmap.
- b. Identification and/or creation of current and future state business processes, controls and desktop procedures.
- c. Defined future functionality to improve business capability, data access, decision making and streamline departmental and organizational controls and processes.
- d. Assist in the creation of the solution 1-3-year “to be” roadmap that will be presented to county Leadership.
- e. Lead the effort to automate non-value-added functions based on predefined workflow and business rules.
- f. Lead the effort to integrate Single Source of Truth, System of Record, and Reduction of Manual effort.
- g. Lead the following upgrade efforts:
  - 1) System configuration to support approved changes to business processes.
  - 2) System testing (scripts, controls, business resource logistics, results validation and execution)
  - 3) Desktop procedures updates/creation
  - 4) Integration testing (system, external, and manual processes) to complete cross organizational/department processes
  - 5) Training process, material and execution
  - 6) Organizational change management support
  - 7) Knowledge transfer to Subject Matter Experts and Process Owners.
  - 8) HyperCare Support

## 2. Overview of Proposed Activities and Deliverables

Countywide this project will leverage a multi-vendor Functional Resource model with each VENDOR reporting to the upgrade project team representing specific workstream process owner(s) assigned.

VENDOR will be responsible for the following activities and deliverables for assigned workstream:

### 2.1 E-Business Suite Upgrade – Roadmap

#### A. Activities

- 1) Lead an assessment for the recommended changes necessary for “to be” business processes improvements within 12.2.10 using the latest “best practices” leveraging the technical upgrade environments as well as consideration for the business process enhancements
  - Create applicable workflow diagrams to support new processes documentation
  - Lead functional and system integration effort to support E-Business Suite Environment integration with other county 3<sup>rd</sup> party applications
  - Lead the effort to identify future state cross business processes flows and procedures
- 2) Assist in the effort to create an executive presentation for a future state roadmap recommendation
  - Lead the review and recommendation of future Dashboards

#### B. Deliverables

- 1) Future state solution outlined in a 1-3-year (“to be”) roadmap
- 2) Business case, per workstream, to support 1-3-year roadmap justification
  - Estimated level of effort to support business case

### 2.2 e-Business Suite Upgrade – Release 1 and 2

#### A. Activities

- 1) Hands on leadership, execution, and support for the primary SME and business process owners (BPO) to review current business processes, including all applicable work stream level processes
- 2) Work with SME and BPO, BTS, and Bourntec to identify and document gaps and issues within the business workstream area(s)
- 3) Assess and document 12.1.3 vs 12.2.10 system capability that addresses county workstream gaps, issues and/or improved controls/processes
- 4) Complete system configuration
- 5) Lead training for SME and end-users
- 6) Lead the effort to collect, create, and validate current and future state business processes flows, training material, procedures

- 7) Support 12.2.10 functional testing
- 8) Lead 12.2.10 process integration testing
- 9) Lead functional processes to support production cut over
- 10) Lead Hypercare effort to improve user adoption and assist in the resolution of system issues to improve the stability of the environment
- 11) Perform knowledge transfer (KT) to workstream SMEs to ensure that they can support their focused areas post go-live

**B. Deliverables**

- 1) Updated BR-100s system documents
- 2) TE040 Test Scripts for functional and process integration testing
- 3) Desktop Procedures and Process flow
- 4) End-User Training material
- 5) Testing validation documentation
- 6) Create 12.1.3 vs 12.2.X solution gap resolution (“to be”) document
- 7) Customization mitigation recommendation document
- 8) Create KT documentations and execute KT to all primary and secondary SMEs

**2.3 E-Business Suite Upgrade – Organizational Change Management (OCM)**

**A. Activities**

- 1) Lead workstream(s) requirements to support OCM resource effort for the release project and post adoption success.
- 2) Support OCM assessment, documentation, communication, and execution required to support the upgrade

**B. Deliverables**

- 1) OCM communication recommendations
- 2) End-User Training material
- 3) Postproduction user training and support procedures

### 3. Project Assumptions

The follow identifies the known assumptions at this time, but please be aware that these assumptions may evolve over the life of the project.

- Consultant must possess the ability to work within a diverse group of individuals sources for multiple Clerk and external organizations
- Consultants will adhere to the priorities of the Project’s timeline and deliverables.
- Consultants must be able to work independently, within large groups in remote locations, and with all levels of the organizations (Users, SMEs, Process Owners and Executives)
- Presentation skills and documentation are critical to leading training, Day in the Life (DITL) Demos, testing and “To Be” future state, therefore the consultant(s) must have the ability to create and present to all levels of the organizations.

### 4. Proposed Resource Sourcing Approach

Based on the previously stated Proposed Activities and Deliverables; Consulting Services Requirements; and Project Assumptions, the Resource Sourcing Approach will leverage 3 full time equivalent Oracle 12.2.X functional expert resources that will act as the Business/Oracle expert within multiple workstreams that will support our,

#### 1. Oracle E-Business Project

- a. Functionality Assessment (new, required, customizations, Out of the Box, Industry Best Practices, including:
  - Identification of upgrade business drivers, objectives, and success factors
  - A detailed study of the existing system landscape
  - Identifying and mutually agreeing upon business process scope across multiple organizations and departments
  - Establishing the project assumptions and constraints and obtaining a sign off
  - Quantifying the potential resource responsibilities and process impacts
  - Understanding the various upgrade paths and factors influencing the timeline
  - Determining possible “low hanging” opportunities that can be incorporated into the upgrade without jeopardizing its budget and schedule
- b. DITL demo
- c. Training material creation and documentation
- d. Testing script update/creation and execution
- e. Go-live Cut Over
- f. Postproduction HyperCare (22 business days)

#### 2. Creation 1-3-year roadmap

3. Assist in the OCM creation and support efforts to communication and execute OCM objectives.



## 5. Pricing Schedule

### 5.1 Fee Schedule

The following resources will be utilized and paid as stated in **Section 4 - PAYMENT FOR SERVICES** of this CONSULTANT Agreement. The following level of consultant for those rates will apply.

- 2 Sr. Functional Consultant (Finance/Accounting (GL, FA, AP, AR, CM, SLA), Grants, iExpense, Projects Accounting, Workflow and ECC).
- 1 Sr. Functional Consultant (Payroll, OTL, Absence Management, Time and Attendance, Workflow and ECC)

If additional or extended advisory service is required beyond the period of this SOW, a change request must be agreed upon and executed prior to work being approved.

### 5.2 Payment Schedule and terms

VENDOR shall submit to the Clerk project manager a statement of Consultant's hours worked on a weekly basis. Contractor shall invoice Clerk weekly per **Section 4 - Payment for Services in Consultant Agreement**.

- Local Government Prompt Payment Act terms apply.
- Any additional services beyond the scope of this SOW will require a Change Order subject to review, approval and mutually agreed upon by the Clerk.

## 6. Appendix

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Below table lists few acronyms used in this document

Acronyms	
BTS	Business Technology Staff
CEMLI	Configuration, Extension, Modification, Localization, and Integration
DITL	Day in the life
EBS	Oracle E-Business Suite
ERP	Enterprise Resource Planning
ESC	Executive Steering Committee
GSA	General Services Administration
HCM	Human Capital Management
IBP	Industry Best Practices
IT	Information Technology
MS	Microsoft
OOB	Out-of-the-box
OOP	Out-of-Pocket
PIT	Process Integration Testing
PROD	Production
PSA	Professional Services Agreement
QA	Quality Assurance
SIT	System Integration Testing
SME	Subject Matter Experts
SOW	Statement of Work
Sr.	Senior
TDD	Test Driven Development
UAT	User Acceptance Testing
UX	User Experience

Effective Date: November 1, 2020

The following provisions are incorporated into and included as a part of the attached agreement or contract (the “Agreement”), and shall be controlling unless expressly subordinated to the Agreement terms.

**Contents**

1. Advertising
2. Assignment
3. Audit
4. Compensation
5. Compliance with Applicable Laws
6. Conflict of Interest
7. Contractor Employees, Subcontractors, and Other Agents
8. Convicted Vendors
9. Cooperation with the Inspector General
10. Discrimination
11. Discriminatory Vendors
12. Effective Date
13. Execution in Counterparts
14. Extension
15. Financial Consequences for Contractor’s Failure to Perform
16. Fiscal Non-Funding
17. Force Majeure
18. Governing Law
19. Indemnity
20. Independent Contractor Status and Compliance with Immigration Reform and Control Act of 1986
21. Insurance
22. Intellectual Property
23. Invoicing & Payment
24. Modification of Terms
25. Notices
26. Parties to the Contract
27. Permits / Licenses
28. Price Changes (Products & Services)
29. Public Records
30. Renewal
31. Security and Confidentiality
32. Severability
33. Suspension of Work
34. Taxes
35. Termination
36. Time is of the Essence
37. Travel
38. Waiver
39. Warranty of Authority
40. Warranty of Ability to Perform
41. Equipment Maintenance: Extra Compensation
42. Equipment Maintenance: Addition and Deletion
43. Digital Content: Americans with Disabilities Act (ADA) Digital Accessibility Compliance
44. Digital Content: Software Updates
45. Product Acquisition: Price Changes (Products)
46. Product Acquisition: Additional Quantities

- 47. Product Acquisition: Product Versions and Equivalents
- 48. Product Acquisition: Transportation & Installation
- 49. Product Acquisition: Safety Standards

## **Definitions**

As used herein:

- a. "Clerk" means the Clerk of the Circuit Court and Comptroller, Pinellas County, Florida, a constitutional officer of the State of Florida.
- b. "Agreement" means the enforceable agreement or contract that results from a successful solicitation, procurement, or negotiation for good or services.
- c. "Business Day" means Monday through Friday, excepting Pinellas County Holidays observed by the Clerk.
- d. "Contractor," means the contractor, vendor, consultant, licensor, proposer, or other party contracting or entering into the Agreement with the Clerk, as the case may be. If multiple Contractors are bound by the agreement, any reference to Contractor shall be construed as plural. The terms "Vendor" and "Contractor" may be used interchangeably.
- e. "Milestone" means any date, deadline, or time period for the performance of any covenant or obligation, satisfaction of any condition, or delivery of any Product or Service required under the Agreement.
- f. "Parties" refers to the Clerk and Contractor, jointly.
- g. "Product" means any deliverable(s) under the Agreement, including but not limited to goods, tangible property, equipment, commodities, technology, hardware, software, licenses, connectivity facilities such as fiber optics, and related services.
- h. "Purchase Order" means a document (whether in paper or electronic format) used to make a purchase under the Agreement.
- i. "Service" means the Contractor's rendering of time, work, and/or effort as a deliverable under the Agreement.
- j. "They" and "their" shall be construed as gender-neutral singular or plural pronouns, as appropriate to the context.
- k. "Vendor" shall have the same meaning as "Contractor," and the terms may be used interchangeably.

### **1. Advertising**

Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from the Clerk, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying the Clerk as a reference, or otherwise linking the Contractor's name and either a description of the Agreement or the name of the Clerk in any material published, either in print or electronically, to any entity that is not a party to Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

### **2. Assignment**

a) This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity by the Contractor without express prior written consent of the Clerk. Any purported assignment in violation of this section shall be null and void.

b) The Contractor shall not subcontract any work under the Agreement to any subcontractors, including those specified in any proposal accepted by the Clerk, without express prior written consent of the Clerk, which shall be determined by the Clerk in his sole discretion. The Contractor is fully responsible for completion of the Services required by this Agreement and for completion of subcontractor work, if authorized as provided herein.

### **3. Audit**

The Clerk reserves the right to conduct an audit of the Contractor's records related to this Agreement and any Products or Services provided hereunder, pursuant to Pinellas County Code, Chapter 2. The Contractor must retain any such records for five (5) years following Contract completion and must provide the Clerk or their authorized representatives complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion.

### **4. Compensation**

The Clerk shall pay Contractor only as specified in the Agreement, and only upon Contractor's completion, and Clerk acceptance, of the Services established in the Agreement. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq.. The Contractor shall without delay provide a full refund to the Clerk of any payments made, upon failure to timely and completely provide the Services for which the payments were made.

### **5. Compliance with Applicable Laws**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and all Products and Services furnished, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for immediate contract termination.

### **6. Conflict of Interest**

a) The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.

b) The Contractor shall promptly notify the Clerk in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion from Contractor's legal counsel, at Contractor's sole expense, as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor.

### **7. Contractor Employees, Subcontractors, and Other Agents**

Contractor is an independent contractor, and not the agent or servant of the Clerk and will not be entitled to any benefits granted employees of the Clerk. Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and all other federal, state and local laws.

The Contractor will have complete supervision and control over its own agents, servants and employees. The Contractor will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contractor is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Clerk and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**8. Convicted Vendors**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

**9. Cooperation with the Inspector General**

Contractor will fully cooperate with the Clerk's Inspector General in any investigation, audit, inspection, review, or hearing associated with the administration or performance of the Agreement, including but not limited to providing timely access to records, authorizing interviews of Contractor agents or employees, and responding to requests for information. Contractor will include and enforce this requirement in any subcontractor agreement.

**10. Discrimination**

In the performance of the Services, the Contractor agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, religion, gender, sexual orientation, gender-related identity, age, national origin, or disability.

**11. Discriminatory Vendors**

As required by Section 287.134, Florida Statutes, an entity or affiliate that has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**12. Effective Date**

This contract shall be effective when signed by the Contractor and the Clerk.

If the commencement of performance is delayed because the Clerk does not execute the contract on the anticipated contractual start date, the Clerk may adjust the start date, end date and Milestones to reflect the delayed execution. Any change in Agreement Milestones must be expressly agreed to in writing by the Parties.

**13. Execution in Counterparts**

The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14. Extension**

The Clerk reserves the right to extend the term of the Agreement, provided it is subject to the same terms and conditions set forth in the initial Agreement as per Florida Administrative Code 60A-1.048.

**15. Financial Consequences for Contractor's Failure to Perform**

If the Contractor breaches the Agreement or fails to meet the minimum level of service or performance identified in the Agreement, or is customary for the industry, then the Clerk will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per special contract conditions (as applicable), and termination of the Agreement and requisition of Products or Services from an alternate source. Any payment made in reliance on Contractor's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due and refunded to the Clerk as an overpayment.

**16. Fiscal Non-Funding**

In the event that sufficient budgeted funds are not available for a new fiscal period, Clerk shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then-current fiscal period without penalty or expense to the Clerk.

**17. Force Majeure**

Neither Party shall be responsible for a delay resulting from its failure to perform if neither the fault nor the negligence of the Party or its employees or agents contributed to the delay, and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, pandemics, or other similar cause wholly beyond the Party's control.

In case of any delay the Contractor believes is excusable under this provision, the Contractor shall notify the Clerk in writing of the delay or potential delay and describe the cause of the delay either: 1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could not reasonably foresee that a delay could occur as a result; or, 2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Clerk. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Clerk for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause

whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost. Notwithstanding the above, if the Clerk determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Clerk, the Clerk may accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Clerk with respect to products subjected to allocation; or may purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the Products or Services that are subject of the delay, which purchases may be deducted from the Agreement quantity; or may terminate the Agreement in whole or in part.

**18. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the appropriate court located in or for Pinellas County, Florida. This choice of venue is mandatory. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**19. Indemnity**

Contractor shall indemnify, pay the costs of defense, including attorney’s fees, and hold harmless the Clerk from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from the Contractor; or by or in consequence of any neglect in safeguarding the work or Services; or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act of omission, neglect or misconduct of the Contractor, on account of any act or amounts recovered under the “Workers Compensation Law” or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the Clerk. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

**20. Independent Contractor Status and Compliance with Immigration Reform and Control Act of 1986**

The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of the Clerk. Contractor 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. 1324 et.seq., and regulations thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the Clerk.

**21. Insurance**

The Contractor shall maintain insurance acceptable to Clerk in full force and effect throughout the term of the Agreement.

**22. Intellectual Property**

The parties do not anticipate that any intellectual property will be developed as a result of the Agreement. However, any intellectual property developed as a result of the Agreement will belong to and be the sole property of the Clerk. The rights conveyed to the Clerk pursuant to this Agreement do not include rights to any preexisting Intellectual



Property used, developed and refined by the Contractor and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of this Agreement.

### **23. Invoicing & Payment**

Invoice(s) must be submitted to the billing address indicated below, or electronically as permitted by the Clerk. The Clerk may notify the Contractor in writing of a change in the billing address. All invoices or bills for fees, or other compensation for services, or expenses shall be submitted with reasonable detail and supporting documentation, as necessary, for a proper pre-audit and post-audit thereof, to comply with Florida Statutes. Whenever the Agreement is terminated with or without cause, all amounts due shall be pro-rated.

Invoices will reference a valid contract or purchase order number and be submitted to:

Clerk of the Circuit Court and Comptroller  
Attn: Finance Division / Accounts Payable  
PO Box 2438  
Clearwater, Florida 33757  
Phone: 727-464-8300  
Email: [ClerkFinanceDivisionFixedAssets@mypinellasclerk.org](mailto:ClerkFinanceDivisionFixedAssets@mypinellasclerk.org)

The Contractor will provide the Clerk with a completed IRS Form W-9 prior to submission of the first invoice under the Agreement.

### **24. Modification of Terms**

The Agreement, with incorporated attachments, exhibits, or addendums, including these *Standard Terms & Conditions*, contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Clerk and the Contractor. Any communications, promises, representations or agreements not included in writing in the Agreement, shall not be binding upon any Party. The Agreement may only be modified or amended upon express mutual written agreement of the Parties. No oral agreements, modifications, or representations shall be valid or binding. The Contractor may not unilaterally modify the terms of the Contract by incorporating such terms onto the Contractor's orders, purchase orders, invoices, fiscal forms, or any other documents forwarded by the Contractor for coordinating Services, delivery of Products, payment, approval, or other action under the Agreement. The Clerk's acceptance of a Product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions.

### **25. Notices**

Any notice or written communication pursuant to the terms of this Agreement shall be delivered in person, by Certified Mail, Return Receipt Requested or private carrier express mail, or emailed to the person or persons designated in the Agreement. Notice shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier. Either designated recipient will notify the other, in writing, if someone else is designated to receive notice.

## **26. Parties to the Contract**

This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities to any third parties.

## **27. Permits / Licenses**

Contractor is responsible for obtaining any permits/licenses necessary to complete the Services, at its own expense, prior to commencing the Services.

## **28. Price Changes (Products & Services)**

If Price Changes are permitted by the Contract, the following provisions apply:

a) Sales Promotions. If, during the term of the Agreement, Contractor conducts a time-limited sale promotion involving price reductions for the Products or Services contracted for in the Agreement, the Contractor shall notify the Clerk and make promotional prices available to the Clerk.

b) Equitable Adjustment. The Clerk may, at the request of the Contractor and in the Clerk's sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract sources of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

## **29. Public Records**

a) Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes. Contractor agrees that prior to providing Services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws and regulations, including but not limited to Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the Clerk, 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. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

b) Upon request from the Clerk's custodian of public records, Contractor will provide the Clerk with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c) Contractor will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Clerk.

d) Upon completion of the contract, the Contractor will transfer to the Clerk, at no cost, all public records in possession of the Contractor, or will keep and maintain public records as required by law. If the Contractor transfers all public records to the Clerk upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Clerk, upon request from the Clerk's custodian of public records, in a format that is compatible with the information technology systems of the Clerk.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ADMINISTRATIVE SERVICES, AT (727) 464-3341, [clerkinfo@mypinellasclerk.org](mailto:clerkinfo@mypinellasclerk.org)  
ATTN: PUBLIC RECORDS LIASON  
315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756**

e) The Parties acknowledge and agree that the statements and provisions in this Section 29, Public Records, are required by Florida Statutes to be included in certain contracts for Services. The inclusion of these provisions shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that Contractor is acting on behalf of the Clerk as provided under section 119.011(2), Florida Statutes. As stated above, Contractor may contact the Clerk with questions regarding the application of the Public Records Law; however, Contractor is advised to seek independent legal counsel as to its legal obligations. The Clerk cannot provide Contractor advice regarding its legal rights or obligations.

### **30. Renewal**

There shall be no automatic renewal of this contract. At the end of the initial term of this contract, the Clerk may initiate renewal(s) as provided. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Clerk and subject to the availability of funds. The decision to renew a contract rests solely with the Clerk. Contracts procured on an emergency or single source basis may not be renewed.

### **31. Security and Confidentiality**

All agents and subcontractors with access to Clerk computer networks and systems to be engaged by the Contractor in the performance of the Agreement must be approved by Clerk and must abide by all applicable terms and conditions of the contract as well as Pinellas County security of information resources policies and procedures, and State of Florida information security laws and rules.

Whenever necessitated by legitimate concern for reasonable security precautions as determined by the Clerk and without regard to the identity of any individual, the Clerk will require the Contractor, its agents, or employees, to submit to, and successfully pass, an appropriate security background investigation prior to being allowed access to any of the Clerk's facilities, equipment, or on networks to perform those Services as set forth in the Agreement. The Clerk reserves the right to remove authorized access for any Contractor agents or employees when it is determined to be in the best interest of the Clerk.

### **32. Severability**

If any section, subsection, sentence, clause, phrase, or portion of the Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

**33. Suspension of Work**

The Clerk may in its sole discretion suspend any or all activities under the Agreement or associated purchase order, at any time, when in the best interests of the Clerk to do so. The Clerk shall provide the Contractor written notice outlining the particulars of suspension. After receiving a suspension notice, the Contractor shall comply with the notice for a period up to thirty (30) days after the notice is delivered to the Contractor, and for any further period to which the Parties may agree. Within thirty (30) days, or any longer period agreed to by the Contractor, the Clerk shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

**34. Taxes**

Contractor acknowledges that the Clerk is not subject to any state or federal sales, use, transportation and certain excise taxes. The Clerk will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

**35. Termination**

The Clerk reserves the right to terminate this contract without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate, or with cause if at any time the Contractor breaches the Agreement or fails to fulfill/abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the Clerk. Upon notification of a breach, Contractor will immediately cease provision of any Services that would incur additional costs. In addition to all other legal remedies available to the Clerk, the Clerk reserves the right to terminate and obtain from another source any Products or 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 Clerk.

**36. Time is of the Essence**

Time is of the essence of the Agreement. Any Milestones stated in the Agreement are binding. If a Milestone date falls on a day other than a Business Day, such time period shall be extended automatically to the next Business Day.

**37. Travel**

No travel or per diem reimbursement expenses will apply to this agreement unless expressly approved by the Clerk in writing in advance. All bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, and in compliance with the Clerk's policy for travel expenses.

**38. Waiver**

The delay or failure by the Clerk to exercise or enforce any of its rights under the Agreement shall not constitute or be deemed a waiver of the Clerk's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**39. Warranty of Authority**

Each person signing the Agreement warrants that they are duly authorized to do so and to bind the respective party to the Agreement.

**40. Warranty of Ability to Perform**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Clerk in writing if its ability to perform is compromised in any manner during the term of the Contract.

**EQUIPMENT MAINTENANCE**

*The terms indicated in # 41 and # 42 are applicable if the attached contract pertains to equipment maintenance:*

**41. Extra Compensation**

No repairs, replacements of parts or equipment that will result in extra charges not covered by this contract shall be performed by the Contractor without first submitting a written estimate of cost of same and securing written approval from the Clerk.

**42. Addition and Deletion**

In the event any machine or equipment is subsequently purchased, the type of which is covered by the Agreement, such machine or equipment may, at the Clerk's discretion, be added to the Agreement at the established rate and under the same terms and conditions. Any machine or equipment covered by the Agreement may, at the Clerk's discretion, be deleted therefrom and the compensation contracted for proportionately reduced at any time, provided 30 days written notice is given to the Contractor.

**DIGITAL CONTENT**

*The terms indicated in # 43 & 44 are applicable if the attached contract pertains to software, online, or digital content services:*

**43. Americans with Disabilities Act (ADA) Digital Accessibility Compliance**

All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines shall be used as the standard for compliance regardless of whether they are more or less stringent than WCAG 2.1 AA.

**44. Software Updates**

At no additional charge to the Clerk, the Contractor shall provide all necessary updates to the software to comport with the purpose of this Agreement and to comply with legislative changes. “Update” means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes that Contractor makes generally available to its customers. Clerk shall notify Contractor as soon as possible of any necessary changes to the functionality of the software to comply with legislative changes.

**ACQUISITION OF PRODUCTS**

*The additional terms indicated in # 45–49 apply only to contracts for the acquisition of Products:*

**45. Price Changes (Products)**

a) Best Pricing Offer. During the term of the Agreement, if the Clerk becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Agreement, but upon the same or similar terms of the Agreement, then at the discretion of the Clerk, the price under the Agreement shall be immediately reduced to the lower price.

b) Quantity Discounts. If the Agreement is for Products to be ordered more than once, Contractor agrees to negotiate reasonable discounts for one-time delivery of large single orders of Products under the Agreement, such discounts being not less than five percent (5%) and not more than twenty-five (25%) of the contracted per-unit price for the Products. A large single order is an order that is at least 25% more than the average of the prior six (6) orders, or, if the number of orders is less than six (6), then such volume as agreed by the Parties to be a large order. The Clerk may seek to negotiate additional price concessions on quantity purchases of any Products offered under the Contract.

c) Trade-In. The Clerk may trade-in equipment when making purchases under the Agreement. A trade-in shall be negotiated between the Clerk and the Contractor. The Clerk is obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process.

**46. Additional Quantities**

For a period not exceeding ninety (90) days from the date of solicitation award, the Clerk reserves the right to acquire additional quantities of the Product up to the amount shown in the Agreement, not to exceed double the initial agreed upon order, at the Agreement prices.

**47. Product Versions & Equivalentents**

Each purchase shall be deemed to reference a manufacturer’s most recently released model or version of the product at the time of the order, unless the Clerk specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

Unless otherwise specified, any manufacturers’ names, trade names, brand names, information or catalog numbers listed in a specification or purchase order are descriptive, not restrictive. With the Clerk’s prior written approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall

demonstrate comparability through such means as appropriate catalog materials, literature, specifications, or test data. The Clerk shall determine in its sole discretion whether a Product is acceptable as an equivalent.

#### **48. Transportation & Installation**

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be free on board (FOB) Destination to any point within thirty (30) days after the Clerk places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Clerk of any potential delivery delays. Evidence of inability or intentional delays may be cause for Contract cancellation and Contractor suspension.

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated in the Agreement or on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with the Clerk and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Tangible Products shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain the Clerk's property.

#### **49. Safety Standards**

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State Inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all Products furnished shall meet all applicable requirements of the Occupational Safety and Health Act (OSHA) and State and Federal Requirements relating to clean air and water pollution

The Clerk reserves the right to inspect, at any reasonable time with the prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with the Agreement requirements and to determine whether they are adequate and suitable for proper and effective Agreement performance.

**EXHIBIT D – Invoice Information**

Invoices for services must include the following information:

- Contractor’s name, address, phone number, and email address
- Date
- Invoice number
- Purchase order number (provided by Clerk)
- Total units billed and unit cost (i.e. monthly amount)
- Total invoice amount
- Description of services for period billed and number of hours worked
- Bill to:

**Bill Seiter  
Pinellas County Clerk of the Circuit Court and Comptroller  
14. South Fort Harrison Ave, 3<sup>rd</sup> Floor  
Clearwater, FL 33756**

**Invoices must be submitted to: [FinanceAccountsPay@MyPinellasClerk.org](mailto:FinanceAccountsPay@MyPinellasClerk.org), with a copy to [wseiter@mypinellasclerk.org](mailto:wseiter@mypinellasclerk.org) and [jphillips@mypinellasclerk.org](mailto:jphillips@mypinellasclerk.org).**



Effective Date: March 31, 2021

The following provisions are incorporated into and included as a part of the attached agreement or contract (the “Agreement”):

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the Pinellas County Clerk of the Circuit Court and Comptroller (“CLERK”). Approval by the CLERK of any Certificate of Insurance does not constitute verification by the CLERK that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. CLERK reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity’s name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against CLERK for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the CONTRACTOR.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by CLERK or any such future coverage, or to CLERK's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The CLERK shall have the right, but not the obligation to determine that the CONTRACTOR is only using employees named on such list to perform work for the CLERK. Should employees not named be utilized by CONTRACTOR, the CLERK, at its option may stop work without penalty to the CLERK until proof of coverage or removal of the employee by the CONTRACTOR occurs, or alternatively find the CONTRACTOR to be in default and take such other protective measures as necessary.
- (6) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Contractor and any subcontractors shall be endorsed to include **CLERK** as an Additional Insured.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of “Pinellas County Clerk of the Circuit Court and Comptroller” from the CONTRACTOR.
- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

**(A) Commercial General Liability Insurance** including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits:

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000

**(B) Workers' Compensation / Employer's Liability Insurance**

Limits:

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$500,000

Endorsement for Waiver of Subjugation

**(C) Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits:

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk 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 Cyber Risk Liability and other coverage combined.

**(D) Professional Liability ( Technology 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 CLERK, 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	\$ 1,000,000
General Aggregate	\$ 1,000,000

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.

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

The following conditions apply to the CONTRACTOR'S Insurance requirements under this agreement:

- (1) The CONTRACTOR shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth.
- (2) 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.
- (3) Within ten (10) calendar days of executed Agreement, the CONTRACTOR shall provide the CLERK with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement.
- (4) The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- (5) A copy of the endorsement(s) referenced in paragraph one (1) for Additional Insured to "Pinellas County Clerk of the Circuit Court and Comptroller" shall be attached to the certificate(s).
- (6) If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the CONTRACTOR to the CLERK at least thirty (30) days prior to the expiration date.
- (7) CONTRACTOR shall also notify CLERK within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said CONTRACTOR from its insurer. Notice shall be given to: CLERK [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org); and nothing contained herein shall absolve CONTRACTOR of this requirement to provide notice.
- (8) Should the CONTRACTOR, at any time, not maintain the insurance coverages required herein, the CLERK may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the CLERK and charge the CONTRACTOR for such purchase. The CLERK shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the CLERK to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- (9) The CLERK reserves the right, but not the duty, to review and request a copy of the CONTRACTOR's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

FY22 Clerk Budget Resolution - Supporting Materials

Items marked with “X” must be provided prior to commencement of services.

The Certificate of Insurance must show the “Pinellas County Clerk of the Circuit Court and Comptroller” as an additional insured. The Certificate shall bear the requisite endorsements providing that the Clerk is an additional insured and insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of the Clerk.

X	Commercial General Liability Insurance	“√”	Minimum Limits Required	
		√	Each Occurrence	\$ 1,000,000
		√	General Aggregate	\$ 2,000,000

X	Workers’ Compensation Insurance	“√”	Statutory Requirements Required	
	Employer’s Liability Insurance	√	General Aggregate	\$ 500,000
	Exception – Services off-site	√	Accident – Each Employee	\$ 100,000
	Exemption - Other	√	Disease – Each Employee	\$ 100,000

X	Professional Liability	“√”	Minimum Limits Required	
	Technology Errors and Omissions Insurance	√	Each Occurrence	\$ 1,000,000
		√	General Aggregate	\$ 1,000,000

X	Cyber Risk Liability	“√”	Minimum Limits Required	
	(Network Security/Privacy Liability)	√	Each Occurrence	\$ 1,000,000
	Insurance	√	General Aggregate	\$ 1,000,000

	Contractor’s Equipment Insurance	“√”	Minimum Limits Required	
	Property Insurance		Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 1,000,000
X	Exception: Contractor responsible.			

	Commercial Automobile Liability Insurance	“√”	Minimum Limits Required	
			Combined Single Limit per Occurrence	\$ 1,000,000
	Exception: Off-Site			

	Other: Liability Insurance	“√”	Minimum Limits Required	
			Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
	Exception: Off-Site			

The Clerk reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance coverages remain in effect for the duration of the contractual agreement entered into pursuant to this agreement and for any services engaged.

**Statement of Contractor:** *We understand the insurance requirements requested and agree to fully comply.*

*Dharmesh Shah* 9/15/21

*Contractor – Authorized Signature / Date*

Additional Information:

The Certificate of Insurance must show the “Pinellas County Clerk of the Circuit Court and Comptroller” as an additional insured.

Additional Insurance / Waiver of Subrogation:

Pinellas County Clerk of the Circuit Court and Comptroller  
 Office of Ken Burke, CPA, Clerk and Comptroller  
 315 Court Street, 4<sup>th</sup> Floor  
 Clearwater, Florida 33756

Insurance Certificates shall be submitted to the Clerk Contract Manager, or designee as directed:

Clerk Contact:	Angie Oxley
Email:	aoxley@mypinellasclerk.org
Phone:	727-464-8301

Clerk Contact:	John James
Email:	jjames@MyPinellasClerk.org
Phone:	727-464-8315

Insurance compliance and questions: Pinellas County Risk Management, email: [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org);

Definitions

Additional Insured: An Additional Insured is a person or organization that has the same benefits of being insured under an insurance policy as the original purchaser of the insurance policy.

Certificate of Insurance (COI): Certificates are used for informational purposes only; The certificate gives the holder information needed to further review the adequacy of the coverage (confirm that an actual policy endorsement and correct policy wording is included with the certificate).

Endorsement: An insurance endorsement is an amendment or addition to an existing insurance contract which changes the terms or scope of the original policy. Endorsements may be referred to as riders. An insurance endorsement may be used to add, delete, exclude or otherwise alter coverage.

Waiver of Subrogation: A Waiver of Subrogation is an endorsement to an insurance policy that releases insurance carrier of their rights to collect from another party for damages paid on behalf of the insured.

June 11, 2021

Mr. Michael Presti  
Project Manager, Building Design and Construction  
Pinellas County Department of Administrative Services  
509 East Avenue South, Clearwater, FL 33756

RE: CLERK IT DEPARTMENT RENOVATION - IMPLEMENTATION  
PROPOSAL FOR ARCHITECTURAL/ENGINEERING SERVICES

Dear Mr. Presti:

Harvard Jolly Architecture (HJA) is pleased to submit the following fee proposal to provide Architectural and Engineering services for the renovation of the Clerk IT Department office space.

Our proposal contains the following:

- 1.0 Project Understanding
- 2.0 Scope of Services
- 3.0 Proposal Assumptions
- 4.0 Compensation
- 5.0 Schedule

**1.0 Project Understanding:**

- 1.1 We understand the project scope to be reconfiguring the Clerk IT's office space to provide additional workstations, a training room, and an expanded workshop and storage area. The project will be based on the drawing provided by the County dated 2020/10/28.

**2.0 Scope of Services:**

- 2.1 The project scope shall include Architecture, Mechanical, Electrical, Plumbing, Fire Protection, and IT engineering.
- 2.2 Our MEP engineer will survey the existing facilities to ascertain as-built conditions and availability of utilities to service renovated areas.
- 2.3 Harvard Jolly and our consultant engineers will provide Construction Documents, permitting assistance, and Construction Administration. Construction Administration services shall consist of reviewing shop drawings (up to two reviews per submittal), responding to the contractor's Request for Information, and up to two site visits during construction.
- 2.4 Services of a Test and Balance Agency. Such services are included for the evaluation of the existing air distribution systems serving the area within the scope of work to verify potential air circulation deficiencies.

**3.0 Proposal Assumptions:**

- 3.1 Structural and civil engineering are not anticipated to be required and are excluded at this time. If as the project progresses it is determined that such services are required, Harvard Jolly can provide a proposal for additional services.

3.2 It is understood that the CAD floor plan provided by the County is the only As Built information available. The fees below include time for field verification and production of backgrounds.

3.3 We understand that the work will be performed by one of the County's JOC contractors.

3.4 The existing HVAC system(s) capacity and electrical service are assumed to be adequate to meet the needs of this project. Any deficiencies noted during the MEP survey phase of the project will be brought to the County's attention for further evaluation based upon our engineer's recommendations. Our team can develop documents to upgrade the existing HVAC systems for an additional fee at the County's request.

3.5 The following services are excluded from this proposal:

- a. Furniture and equipment selection
- b. Life Cycle Cost Analysis or the production of an Energy Model for the building.
- c. Work associated with the evaluation and mitigation of indoor air quality concerns.
- d. Value Engineering after bids are awarded
- e. Detailed opinions of probable construction costs
- f. Changes to the scope of work resulting from unforeseen field conditions or as requested by the owner.
- g. Additional site visits as requested by the owner or required by the contractor's failure to comply with the contract documents, code, or to meet the construction schedule.
- h. Production of Record Documents.
- i. Acoustical Engineering Design Services.

3.6 A construction budget has not been provided for this project. In September 2020, HJA provided the following estimate based on approximately 3,200 SF of construction:

If construction can happen during regular hours:  
Construction cost...3,200 sf x \$200/sf = \$640,000  
Construction contingency...\$38,400  
AE fees...\$64,000  
Total ...\$742,400 not including FF&E

If construction is required to happen after regular work hours:  
Construction cost...3,200 sf x \$230/sf = \$736,000  
Construction contingency...\$44,160  
AE fees...\$73,600  
Total ...\$853,760 not including FF&E

We understand that the County has redesigned the renovation and reduced the scope, and that the County estimates approximately 1,600 SF of construction. Based on this square footage and an escalation factor, we estimate the following budget:

If construction can happen during regular hours:  
Construction cost...1,600 sf x \$215/sf = \$344,000  
Construction contingency...\$20,640  
Total construction ...\$364,640 not including FF&E

If construction is required to happen after regular work hours:  
Construction cost...1,600 sf x \$250/sf = \$400,000  
Construction contingency...\$24,000  
Total construction ...\$424,000 not including FF&E

The above is our best estimate of construction costs. Given the current volatility of the construction market, costs of materials and labor are changing daily. Harvard Jolly shall not be responsible for redesign if the bids exceed this estimate and shall be entitled to additional fees if value engineering is required to meet the County's budget.

**4.0 Compensation:**

Below is a breakdown of our fee for this scope:

Harvard Jolly	\$14,560.00
Consulting Engineering Associates (MEP Engineer)	\$16,339.50
<b>Total</b>	<b>\$30,899.50</b>

Harvard Jolly's fee is broken down as follows:

Position	Rate	Hours	Total
Principal	\$185/hour	2	\$370
Sr. Project Manager	\$170/hour	12	\$2,040
Architect	\$110/hour	16	\$1,760
Tech III	\$85/hour	80	\$6,800
Construction Administrator	\$95/hour	32	\$3,040
Admin. Support	\$55/hour	10	\$550
<b>Total</b>			<b>\$14,560</b>

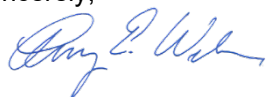
**5.0 Schedule:**

A schedule has not been provided for this project. Harvard Jolly anticipates the following schedule:

Site Visit	Within 10 days of NTP
Construction Documents	One month
Permitting	HJA cannot estimate permitting time
Construction	Two months

We look forward to working with you on this important project. We are committing the resources to meet your expectations. Please let us know if you have any questions.

Sincerely,



Amy E. Weber, AIA  
Senior Vice President

**HARVARD • JOLLY ARCHITECTURE**

cc: Ward Friszolowski, Christina Michaud, HJA file





8365 Gunn Highway  
Tampa, Florida 33626-1608

Phone: (813) 448-0225

[www.cea-engineers.com](http://www.cea-engineers.com)

REGISTRY: 3962

June 8, 2021

Ms. Amy Weber, AIA, Vice President  
HARVARD JOLLY  
2714 Dr. Martin Luther King, Jr. St. N.  
St. Petersburg, FL 33704

RE: PINELLAS COUNTY CLERK IT  
Approximately 1,600 Square Feet

Dear Amy:

As requested, we are pleased to submit this proposal to provide Mechanical (HVAC and Fire Suppression) and Electrical Engineering design services as required for the above referenced project. Services are in accordance with the scope of work as outlined in your emails to our office dated June 7, 2021.

### **SCOPE**

1. The existing HVAC System(s) capacity is assumed to be adequate to meet the needs of this project. Any deficiencies noted during the survey phase of the project will be brought to the Owner's and your attention for further evaluation based upon our recommendations.
2. The existing electrical service is assumed to have capacity to provide the power requirements for this project. The Owner and you will be advised of any deficiencies found during the survey phase for further evaluation based upon our recommendations.

This scope is subject to further clarification as more detailed information on the building program and existing conditions become available.

### **BASIC SERVICES**

1. Survey existing facilities to ascertain as-built conditions and availability of utilities to service renovated areas. We understand that existing record documents are not available for our use.
2. Develop construction documents for Mechanical (HVAC and Fire Protection) and Electrical Systems. AutoCAD 2020 LT will be used to produce all plan documents. When CADD or PDF files are transmitted they are done so with the understanding that they are solely for the client's benefit, convenience, and use in connection with the project, and that the files are not suitable for use for any other purpose.
3. Construction phase services consisting of checking of shop drawings (up to two submittals only); maximum of two site visits during construction; and office support.
4. Services of a Test and Balance Agency. Such services are included for the evaluation

of the existing air distribution systems serving the area within the scope of work to verify potential air circulation deficiencies.

**OPTIONAL ADDITIONAL SERVICES**

1. Production of Construction Documents in Revit.
2. Develop construction documents for upgrading the existing HVAC Systems.

**COORDINATION**

1. Your office to provide copies of proposed building plans in electronic format (AutoCAD). Provide information on Owner's furnished equipment that requires special power supply, generates heat (BTUH), or requires special environmental (temperature/humidity) controls.
2. AutoCAD information for background plans, reflected ceiling plans, etc. to be transmitted directly to our assigned Project Manager at Consulting Engineering Associates, Inc.

**SERVICES NOT INCLUDED**

1. Life Cycle Cost Analysis or the production of an Energy Model for the building.
2. Work associated with the evaluation and mitigation of indoor air quality concerns.
3. Value Engineering of Mechanical and Electrical Systems and products after bids are awarded; however, we will assist in developing add/deduct alternates prior to bid.
4. Detailed opinions of probable construction costs.
5. Changes to the scope of work resulting from unforeseen field conditions or as requested by the owner.
6. Additional site visits as requested by the owner or required by the contractor's failure to comply with the contract documents, code, or to meet the construction schedule.
7. Production of Record Documents.
8. Acoustical Engineering Design Services.

**COMPENSATION**

Compensation to Consulting Engineering Associates, Inc. for the above services to be broken down as follows:

1. Site Survey, Prepare Record Documents	\$ 2,490.00
2. Construction Documents	\$ 9,505.00
3. Construction Phase Services	\$ 3,250.00

Pre-Testing services by Southern Independent Testing is included at their fee \$ 995.00 plus 10%, or \$ 1,094.50.

**OTHER**

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State of Florida. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for

June 9, 2021  
Pinellas County Tax Collector Renovation  
Page 3

the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation, or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

Any claim arising out of or related to this contract, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this contract and the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Tampa, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**PURSUANT TO FLORIDA STATUTES, SECTION 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTING ENGINEERING ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees, and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by mediation or arbitration, the term "prevailing party" shall be determined by that same process.

Consulting Engineering Associates, Inc. liability for the project to be limited not to exceed the total fee, or \$10,000.00, whichever is the lesser of the two-dollar amounts.

Consulting Engineering Associates, Inc. retains ownership of the design, the instruments of service, and the information contained in them. The client is not entitled to reuse the documents, modify the documents, or use the documents in connection with any other project.

**COMPENSATION (Additional / Optional Services)**

For Additional / Optional services and services not included compensation to be on an hourly basis or a negotiated fixed fee. All additional services must be pre-approved in writing by the Owner before we proceed with the work.

Our hourly rates are:

	<b><u>RATE</u></b>
Principal	\$ 185.00
Professional Engineer	\$ 100.00
Design Engineer	\$ 90.00
Plumbing Designer	\$ 75.00
Draftsperson/CADD	\$ 60.00
Clerical	\$ 45.00

Fees and hourly rates provided for in this proposal shall be subject to renegotiation three (3) months from the date of this proposal.

June 9, 2021  
Pinellas County Tax Collector Renovation  
Page 4

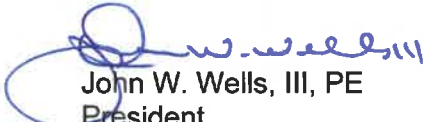
**SCHEDULE OF PAYMENT**

Payment for services rendered to be progress billed monthly with terms of due upon receipt. A six percent per annum interest rate will apply for invoices over thirty days past due.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this project. The terms and conditions of AIA Document, Standard Form of Agreement between Architect and Consultant (latest edition) shall apply to and be a part of this proposal. If this proposal is acceptable to you, please return one signed copy of this proposal authorizing us to proceed with the work or issue an AIA C-141 Contract and attach this proposal as an appendix. Authorization to proceed whether or not this proposal is signed and returned constitutes acceptance of the terms listed herein.

Very truly yours,

**CONSULTING ENGINEERING ASSOCIATES, INC.**

  
John W. Wells, III, PE  
President  
FL PE# 49347

Accepted By: \_\_\_\_\_

For: \_\_\_\_\_

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

# CONSULTING ENGINEERING ASSOCIATES, INC. FEE SCHEDULE

## PINELLAS COUNTY CLERK IT OFFICE REMODEL

8-Jun-21

CLASSIFICATION / ACTIVITY	PRINCIPAL		SENIOR PROFESSIONAL ENGINEER		DESIGN ENGINEER		(CADD) TECHNICIAN		CLERICAL		TOTAL
	HRS	RATE (FIXED)	HRS	RATE (FIXED)	HRS	RATE (FIXED)	HRS	RATE (FIXED)	HRS	RATE (FIXED)	
VERIFY EXISTING CONDITIONS	2	\$370.00	8	\$800.00	8	\$720.00	10	\$600.00	0	\$0.00	\$2,490.00
CONSTRUCTION DOCUMENTS	8	\$1,480.00	16	\$1,600.00	40	\$3,600.00	40	\$2,400.00	5	\$225.00	\$9,305.00
CONSTRUCTION PHASE	6	\$1,110.00	16	\$1,600.00	4	\$360.00	0	\$0.00	4	\$180.00	\$3,250.00
	16		40		52		50		9		
<b>TOTALS</b>		\$2,960.00		\$4,000.00		\$4,680.00		\$3,000.00		\$405.00	\$15,045.00



HVAC Testing, Adjusting & Balancing (TAB)  
Building Commissioning

Indoor Air Quality Measurements (IAQ)  
Building Envelope Commissioning

Energy Measurements/Data Logging  
Blower Door Testing

140A Whitaker Road • Lutz, FL 33549 • (813) 949-1999 • Fax (813) 949-5084 • www.sita-tab.com

## TESTING, ADJUSTING & BALANCING PROPOSAL/CONTRACT

Submitted to: CEA - Consulting Engineering Associates, Inc. Date: 6/9/2021  
 Attn: John W. Wells, III Proposal # 211012  
 Email: JWells@CEA-engineers.com  
 Project: Pinellas County-Clerk Technology (Pretest)  
 Address: 509 East Ave. Clearwater, FL 33756

SITA – Southern Independent Testing Agency, Inc. hereby submits the following proposal for testing, adjusting and balancing (TAB) of the HVAC system(s) for the above referenced project. All work will be performed in accordance based on the plans/drawing dated 9/29/2017 Revision 0 Addendum Information  
 TAB Spec Section Not Provided TAB Certification: AABC \_\_\_\_\_ NEBB \_\_\_\_\_ P.E. \_\_\_\_\_  
 TAB Spec Section Date \_\_\_\_\_

*Our quotation is based upon the quantities indicated below by the following EQUIPMENT SUMMARY:*

### Base Equipment

3 Duct Traverse	1 Electric Duct Heater	1 Static Pressure Profile
1 RTU/AHU 1,000 TO 10,000 CFM	25 S/R/E Outlets	1 DX Cooling Coil
1 Split-Air Condenser	1 Building Pressure Measurements	

- Our proposal is firm for 60 days from this date. • All work is based on regular working hours from Monday through Friday, 7:00 am to 3:30 pm.
- Control software and interface, required to verify and operate the mechanical systems, are to be provided by the Controls Contractor.
- No overtime or shift differential is included in this proposal unless specifically noted. • Installation of clean filters in air handling equipment is not included.
- This quotation is based on all systems being completed and properly started, in normal operating condition and all areas unoccupied at the time of testing.
- One return trip to check/verify deficient items at the listed project has been included (unless scope of work is pretesting) in this proposal. Written notification that deficiencies have been corrected is required before return visit. If additional trips are required to retest deficiencies, the time will be billed at an hourly rate.
- Should changes or deviations to the above noted quantities take place after the indicated proposal date, SITA will be entitled to a change order above this original proposal to include additional equipment.
- Testing, Adjusting and Balancing (TAB) will be made within the limitations of the equipment being tested. All additional material and labor cost associated with the installation or replacement of drives, sheaves, belts, motors, dampers, fuses, etc., required to make equipment and/or devices to meet specifications are not included in this proposal and are to be provided by others.

Fee for Services.....\$995.00

Bid Generated by: Charles 'Chuck' Kaupp Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_





## TERMS AND CONDITIONS OF PROPOSAL / CONTRACT

Southern Independent Testing Agency, Inc. (SITA) shall pursue the prosecution of its work in a reasonable manner. SITA shall furnish and supply the tools, equipment, labor and materials necessary for the proper performance of its work, except to the extent specifically excluded herein. SITA shall not be responsible for payment of any impact fees, permit fees, or similar taxes or fees, unless specifically included herein. SITA shall to the extent reasonably possible in light of the specifics of the project, and without being required to perform any destructive investigation, uncovering of work, or excavation, familiarize itself with the project and site conditions along with the working drawings, plans and / or specifications as identified herein under SITA's Scope of Work. In the event of a conflict or inconsistency between the contract documents for the project and this Proposal / Contract, the terms and conditions of this Proposal / Contract shall control.

Customer shall be responsible for providing SITA with a complete, accurate and current set of working drawings and specification and submittals. Customer acknowledges that SITA is not a design professional firm and is not responsible for the design, or the sufficiency of the design, of SITA's Scope of Work as identified herein. Should SITA be required to provide engineering services, SITA will be entitled to compensation for such services at the rate of SITA's actual cost plus fifteen percent (15%). Customer shall be responsible for the coordination of others performing work on the project so as not to interfere with or cause damage to the Scope of Work being performed by SITA. Customer shall timely communicate with SITA and timely respond to requests for information, clarification or assistance. Customer shall provide electricity and water to the site as needed for SITA's performance of its Scope of Work. Customer shall provide SITA with reasonable space for storage of materials on-site, along with parking for SITA's employees and subcontractors. Customer shall provide control software and / or access as necessary to operate all mechanical systems as needed for SITA to perform its Scope of Work.

Should SITA be required to perform any work other than that as specified in the Scope of Work identified herein, whether by written or verbal direction from Customer, the building inspector for the applicable governmental agency, by changes in project conditions, by unforeseen circumstances, differing site conditions, concealed conditions, by acts of God, damage to SITA's Scope of Work by Customer or third parties, by field directive, constructive change directive, response to a Request for Information, or work order from Customer, the owner (if different from Customer), the Project Engineer or Architect, SITA shall be entitled to a change order to reflect any increased cost associated with the change in Scope of Work, along with an equitable increase in the Contract Time. For any extra work or additive change in its Scope of Work, unless SITA and Customer reach an express written agreement to the contrary, SITA shall be entitled to an increase in the Contract Sum in an amount equal to SITA's costs plus fifteen percent (15%). Any change in SITA's Scope of Work shall entitle SITA to an equitable enlargement of time to perform its work, but in no event less than three (3) additional business days.

Should work on the project cease after SITA commences its Scope of Work, or should SITA's performance of its Scope of Work be delayed or stopped for a period in excess of five (5) days after SITA's commencement, due to no fault of SITA, SITA shall be entitled to a change order for its reasonable costs of demobilization and remobilization. Should such period of work stoppage continue for a period of fourteen (14) or more days, SITA shall be entitled to a change order for any increased materials costs incurred as a result of the delay. Should SITA be required by Customer to accelerate SITA's performance of its Scope of Work, increase the amount of labor devoted to the project, work overtime, perform weekend work, additional shifts, or otherwise increase its labor-related costs beyond those upon which SITA based its Proposal / Contract Sum, which unless otherwise expressly stated, is based on straight time, for any reason other than as a direct result of any delay caused solely by SITA, SITA shall be entitled to a change order for the additional costs associated with such efforts. Under no circumstances shall SITA be liable for any consequential damages or damages due to delay in SITA's performance of its work.

Time is of the essence with regard to SITA's payment obligations under this Proposal / Contract. SITA shall issue invoices or pay requests to the

SITA, which shall be due and payable within forty-five (45) days of the date of the invoice or pay request. Should SITA fail to cause payment to be made to SITA within three (3) days from the date any progress or final payment is due to SITA, regardless of whether SITA has received payment or funds for such work, any such sums shall bear interest at the rate of one and one-half percent (1-1/2%) per month until payment is received by SITA. Additionally, should Customer fail to cause payment to be made to SITA within five (5) days from the date any progress or final payment is due to SITA, regardless of whether Customer has received payment or funds for such work, Customer shall be deemed to be in breach and default of this Proposal / Contract, without the necessity of any written or verbal notice from SITA to this effect. In the event of such a breach or default by Customer, SITA shall have all remedies available to it under this Proposal / Contract and Florida law, all of which remedies shall be cumulative, including the right to declare the contract to have been unilaterally and wrongfully terminated by Customer's breach. Should SITA elect to return to the project following any such monetary default, SITA shall be entitled to a change order for its demobilization and remobilization costs, as well as an appropriate equitable adjustment to the Proposal / Contract time. Customer assigns all rights due it from the owner of the real property, higher-tiered contractor, or other third party and directs that SITA may directly receive payment from those persons to the extent of any past due amounts due SITA from Customer.

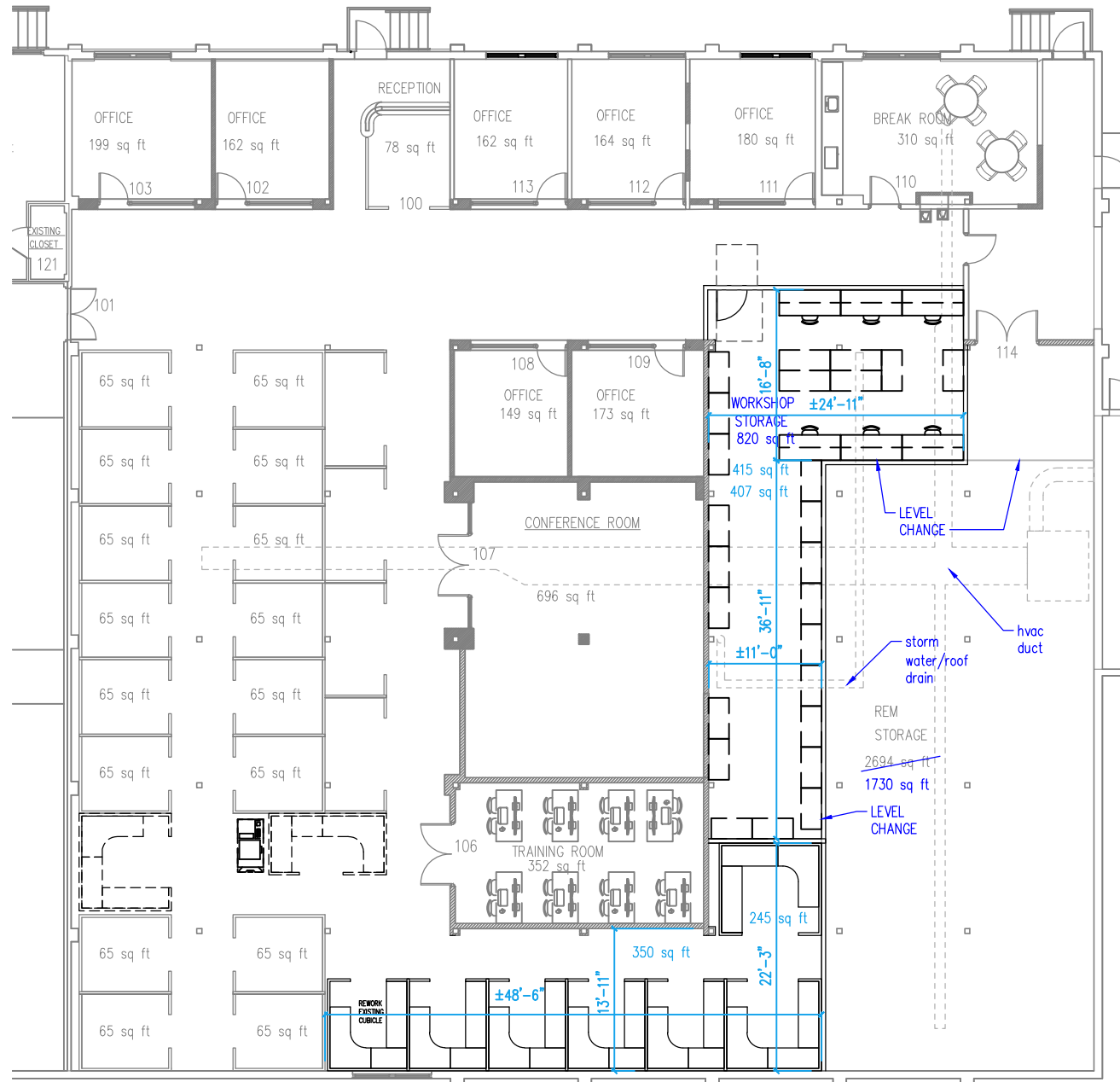
Any waiver of any right, remedy or term or condition herein by SITA shall not constitute a continuing waiver and SITA shall be entitled to prospective enforcement of the right, remedy or term or condition herein.

SITA assigns to Customer any manufacturer warranties which may exist as to the items, materials, and / or equipment incorporated into the project. SITA provides a one year labor only warranty as to its Scope of Work, commencing from the earlier of the date of issuance of a Certificate of Occupancy, the date the owner assumes possession and beneficial use of the improvements, or the last day SITA performs work on the project other than punch list, warranty or corrective work. In order to constitute a valid warranty claim, SITA must receive written notice of the specific alleged defect, deficiency or warranty item, by certified mail, return receipt requested, within the one (1) year warranty period. **SITA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. FURTHER, UNDER NO CIRCUMSTANCES SHALL SITA BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR FOR CLAIMS FOR LABOR OR MATERIAL CHARGES INCURRED AS A RESULT OF ANY SUCH CONSEQUENTIAL DAMAGES.** The Customer's remedies with respect to equipment, materials or goods found to be defective shall be limited exclusively to the manufacturer's warranties assigned hereunder, and in the event the manufacturer's warranty is not assignable, the Customer's remedy shall be limited exclusively to the repair or replacement of such defective equipment, materials or goods and SITA shall not be liable for any other direct, proximate, consequential, incidental or special damages that arise out of or relate to the defective labor, including, but not limited to, bodily injury, death or property damage. It is agreed that any and all applicable legal duties owed by SITA are owed solely to Customer, to the exclusion of any persons that Customer is contractually or legally liable.

In the event of a dispute arising out of or relating to this Proposal / Contract or the obligations and responsibilities of the parties hereto, except for a lien foreclosure action or payment bond claim filed by SITA for nonpayment, the parties agree the dispute shall be resolved in a court of competent jurisdiction. Venue for any such proceeding shall be exclusively in Hillsborough County, Florida. In the event any debt due hereunder is placed with an attorney, SITA shall be entitled to the recovery of its reasonable attorney's fees, including any such fees as are incurred prior to a lawsuit, during the lawsuit, on any appeal and in the collection of monies owed after judgment. Any resulting judgment in favor of SITA shall accrue interest at the one and one-half percent (1-1/2%) per month or the highest rate allowed by law, whichever is higher, until payment is received by SITA. In the event any portion of this Proposal / Contract is deemed unenforceable, the remainder shall survive as if the stricken portion was never a part hereof.



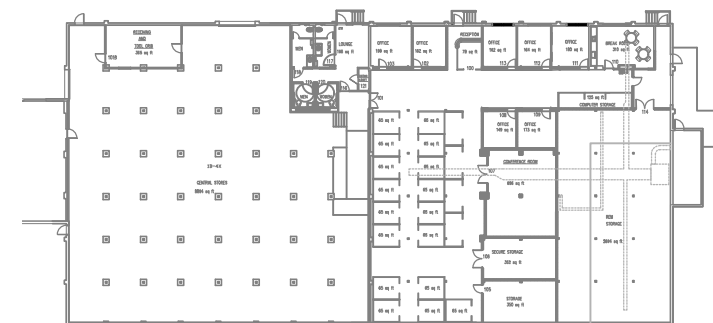
# CLERK TECHNOLOGY WORKSPACE EXPANSION



PARTIAL FIRST FLOOR PLAN – OPTION C  
SCALE 1/16"=1'-0"

ESTIMATED AREA OF CONSTRUCTION: 1600 SF

- ADDITIONAL 6 CUBICLES (+245 SF TO OLD 350 WORKSHOP)
- POSSIBLE 2 ADDITIONAL BASED ON PLAN & RELOCATING PRINTER
- ADDITIONAL 390 SF IN WORKSHOP/STORAGE (820 SF TOTAL)
- (OLD WORKSHOP 350 & OLD STORAGE 125)
- MAINTAIN EXISTING TRAINING ROOM



KEY PLAN (EXISTING FIRST FLOOR PLAN) SCALE 1/64"=1'-0"

PREPARED BY:  
BUILDING DESIGN DIVISION

509 EAST AVENUE  
CLEARWATER, FL 34616  
(727) 464-3237

PINELLAS COUNTY  
DEPARTMENT OF  
REAL ESTATE MANAGEMENT

509 EAST AVE  
Clearwater, FL 33756

1 ST FLOOR PLAN  
part A

DRAWN BY: DP

REVIEWED BY: KBR

DATE ISSUED: 09/29/17

REVISIONS:		
No.	Description	Date