

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 25 day of FEBRUARY, 2020 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Stantec Consulting Services Inc., Tampa, FL ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 190-0055-P (JJ) ("RFP") for Conceptual Facility Planning Services and Real Estate Financial Consulting services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, and Appendix's which are expressly incorporated herein by reference, and any amendments thereto.

1. Exhibit A - Statement of Work
2. Exhibit B – Insurance Requirements
3. Exhibit D – Payment/Invoices
4. Exhibit E – Dispute Resolution
5. Appendix A - Interview Groups
6. Appendix B - Exclusions / Assumptions
7. Appendix C - Independent Municipal Advisor Exemption
8. Appendix D - Gantt Chart
9. Appendix E – Fee Worksheet

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data, information, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Department of Administrative Services, or designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. 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 relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date; and shall remain in full force and for thirteen (13) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$1,250,754.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Appendix E, payable upon submittal of an invoice as required herein.

C. Travel Expenses.

If the Services should require Contractor travel, the County shall reimburse the Contractor travel expenses in the not-to-exceed sum of \$27,000.00, incurred in accordance with Section 112.061, Florida Statutes and as approved in writing in advance by 20 days or as agreed upon by the County and Contractor.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. **Confidential Information and Public Records.**

A. County Confidential Information. Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Department of Administrative Services or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Stantec Consulting Services Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Andrew Pupke
509 East Avenue S.
Clearwater, FL. 33756

For Contractor:

Attn: Bret Sherman
777 South Harbour Island Blvd. Ste 600
Tampa, FL 33602-5729

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. 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.
- B. The Contractor shall promptly notify the County 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 Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. 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 state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. 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.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

By: 

Pat Gerard, BCC Chair

Stantec Consulting Services Inc.

Name of Firm

By: 

Signature

Andrew J. Burnham

Print Name


Vice President, Financial Services

Title

ATTEST:

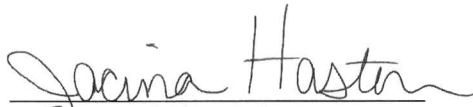
Ken Burke,

Clerk of the Circuit Court

By: 

Deputy Clerk

APPROVED AS TO FORM



JACINA HASTON

OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A

STATEMENT OF WORK

See attached EXHIBIT A - STATEMENT OF WORK

EXHIBIT B

INSURANCE REQUIREMENTS

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

- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
 - a) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

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

EXHIBIT B

INSURANCE REQUIREMENTS

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

Limits

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

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

Limits

| | |
|--------------------------|--------------|
| Each Occurrence or Claim | \$ 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.

EXHIBIT C

RESERVED

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

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

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

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

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

| | |
|----------------------------|--|
| Remit To | Billing address to which you are requesting payment be sent |
| Invoice Date | Creation date of the invoice |
| Invoice Number | Company tracking number |
| Shipping Address | Address where goods and/or services were delivered |
| Ordering Department | Name of ordering department, including name and phone number of contact person |
| PO Number | Standard purchase order number |
| Ship Date | Date the goods/services were sent/provided |
| Quantity | Quantity of goods or services billed |
| Description | Description of services or goods delivered |
| Unit Price | Unit price for the quantity of goods/services delivered |
| Line Total | Amount due by line item |
| Invoice Total | Sum of all of the line totals for the invoice |

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

January 24, 2020

Jim Just

Lead Procurement Analyst
Department of Administrative Services
Purchasing and Risk Management Division
400 S. Ft. Harrison Ave 6th FL.
Clearwater, FL 33756

Reference: 190-0055-P (JJ) Conceptual Facility Planning Services and Real Estate Financial Consulting

Dear Mr. Just,

On behalf of the Stantec Team and the partners working with us on this assignment, I would like to thank you for the trust the County is placing in our group to provide the services detailed below. We have assembled a multi-disciplinary team of experts to investigate, analyze, design and model the County's space planning needs and provide Real Estate Financial Consulting expertise.

Through a thorough review of the requirements and expectations of the assignment, and aided greatly by conversations with you and your team, which revealed additional square footages and scope items, we have updated the Scope and not-to-exceed Fee for services to be rendered under this contract.

Scope of Services

Task 1: Project Start-Up, Data Collection, and Capacity Study

- **Establish Steering Committee:** At the onset of the project, the County will need to establish a Steering Committee made up of key stakeholders and decision makers who will be reviewing and approving documents, attending key meetings and workshops, deciding upon strategic directions, and ultimately approving recommendations.
- **Kick-off and Visioning Session:** Introduce the project to key representatives from Pinellas County and create a Definition of Project Goals and Objectives as a group to gain a greater understanding of Pinellas County's desired outcomes for the study. Stantec will combine this with a visioning session focusing on critical issues and the overarching vision for the future of the County facilities related to operational requirements, service delivery internally and to the public, employee workplace conditions and attraction and retention, resiliency, and other key topics. The defined vision will provide a touchstone throughout the project to ensure that the final recommendations tie back to that.
- **Review Background Information:** In conjunction with the County, compile relevant background data and information pertinent to the study including but not limited to: previous planning and parking studies, City of Clearwater Downtown Development Plan, lease terms and conditions for

County occupied leased spaces, operating and maintenance cost data, base building drawings and/or floorplans where available, building conditions information and data for County-owned properties, any documented space standards the County employs, County population demographics data, employee demographics data, historic staff growth patterns, and any assumptions regarding annual growth projections if available.

- **Space Needs Survey:** Stantec will create a digital survey and submit it for approval by the County's designated point of contact or project manager. Following approval, Stantec will distribute the survey via email to the representatives from each of the approximately 40 identified departments or divisions. Data to be collected will identify (or verify) current and projected staffing, critical adjacencies, operational issues, visitors per day, service delivery activities, modes of working utilized in the department (e.g. formal or informal collaboration), security concerns, AV/technology used internally or by the public, and other appropriate information as approved by the County.
 - *Add/Alt: Additionally, if desired, an "All Employee" Survey can be distributed to all staff to solicit input regarding overall workplace conditions, preferences, culture, and other qualifiable data that can be informative to proposed solutions.*
- **User Group Interviews:** Conduct in-person interviews with representatives from each of the approximately 40 identified departments and divisions to gain deeper understanding of existing conditions, operational processes, and space needs. Interviews will typically last 1.5-2 hours for each group, including walk-through and photo documentation of existing workplace conditions. Support services such as Facilities and IT who have a presence in multiple buildings will be interviewed regarding more universal system-wide issues, in addition to their own space requirements. A detailed list of interview groups is provided as an appendix to this document.
- **Space Utilization Analysis:** Completed as part of the Interviews: at a high level, identify where shared and building support spaces exist and to what extent they are used based on self-reporting by user groups. Evaluate whether there are underutilized and/or redundant spaces, or significant deficiencies that are impacting operations. This would include meeting and collaborative spaces, café/break space, building docks, file/storage space. Stantec will identify space use inefficiencies and deficits, but will not conduct a formal time utilization study nor analyze conference room scheduling/use data.
- **Occupancy Evaluation:** Stantec will conduct building walk-throughs to confirm departmental boundaries within the buildings and current occupied square footage. Additional space use observations will be documented, including functional dynamics and drivers.
- **Document General Conditions:** Our on-site work will include a limited visual "walk-through" assessment of the site by a generalist assessor. The assessment of the site's systems and components will include the site components, the building structure, roofing, building envelope as well as the electrical and mechanical systems, where these are applicable. A general assessment of the buildings' interior architectural finishes will be conducted to note their current

condition as to determine if they have been upgraded in recent years. Where a direct view and access of building components/systems is limited, our opinions may be solely based on a combination of reported information gathered during our site visit, previous condition reports, and the experience of the assessment team. The information obtained from our review of the site will form the basis for developing our opinions of the assumed maintenance and repair cost over the next ten (10) years. The facility systems review will identify the general condition of systems and components to enable us to provide opinions of renewal timing and costs for major elements and components at a system level. The following are the highlights of the scope of work covered by our proposal:

- Review of existing documentation, including drawings, specifications, and previous reports, where made available.
 - Perform a visual assessment of the exterior site components, the building and its systems which will include accessible spaces, all roof sections (if accessible), the building envelope (from ground level) as well as the mechanical and electrical systems where made accessible to observe their general condition and check for any material failures or incorrect installations.
 - Perform a visual assessment of the interior conditions of the building with a random sampling (5% to 10% of building areas). Identify potential code issues, if apparent.
 - Observe the elevator cabs, if applicable, to identify if they have been updated to current standards for ADA and safety requirements.
 - A general review of the building in regard to meeting current energy design standards for building envelopes. This will note roof/wall/glazing items, if information is available, from existing documents and can be visually observed.
 - Conduct interviews with building managers and maintenance staff, where available.
 - Identify and provide opinions of cost (in present value dollars) to repair major defects in materials or systems that may significantly affect the value of the property or continued operation of the facility, and to replace base-building equipment/systems that have reached, or may reach their expected useful life over a ten (10) year evaluation period. The repair/replacement actions will be limited to those with a cost greater than \$10,000.
 - Recommend and provide opinions of cost for further investigations, if required, and provide order-of-magnitude costs for work that may be required as a result of these investigations.
 - Prepare a letter report that outlines findings, opinions, and recommendations, complete with photographs of salient observations and pertinent information obtained during the assessment. Refer to Deliverables section for details of the report deliverable.
- **Benchmarking:** A key component of facilities planning is understanding where improvements can be made to be more in line with best practices that have been put in place in peer organizations with similar operations, space types and functional requirements. While best practices are sometimes more policy related than space or facility related, changes to “how we do business” can often have space and facility implications. An example of this would be the permitting center that the County is exploring. General benchmarks will be explored as part of this process.

- **Standards Development:** Standards used to quantify the space needs program will be developed based on benchmarks, observations, interviews, surveys, and best practices, in support of achieving space utilization, work environment, operational, and efficiency goals set by the County. These proposed standards will be reviewed with the County prior to applying them to the creation of the Space Needs Program.
- **Space Needs Program:** Develop an initial Space Needs Program defining both qualitative and quantitative requirements for the approximately 40 identified departments and divisions* and shared/common spaces available to those groups. This will include comparing existing vs. current required vs. projected space needs. It will also define critical adjacency requirements, service delivery models (current and desired), work flow, and other key elements that impact facility and real estate strategies and requirements. Pinellas County will have an opportunity to review this program and provide corrections and comments prior to issuing a final program.

*Records space requirements will be assessed for some departments as identified by the County. These departments' other space needs will not be assessed. Assessments will be based on records storage requirements as defined by the County; a records management study is outside of the project scope.

- **Gap Analysis:** A gap analysis compares required and projected space needs with the available inventory, identifying gaps in square footage, geographic location, and adjacency requirements and the ability of spaces to support the housed operations short- and long-term. This analysis, coupled with the facility analysis and the preliminary real estate information, forms the basis for developing alternative solution options.
- **Alternatives Development:** Data analysis from the Data Collection and Programming phases of the project will provide a framework and set of criteria with which to develop three possible alternatives to meet the requirements that have been defined for space, operations, and service delivery. As defined in the RFP, two of these alternatives have been pre-defined by the County: 1) A "Minimum Program" that assumes maximizing the use of existing County facilities through remodel and reconfiguration; 2) "New County Buildings" which assumes new construction of facilities to replace some of the existing inventory in three possible locations (Downtown Campus, Ulmerton Road Corridor, and Downtown St. Petersburg). A third alternative will be developed by the consultant team to compare and contrast with the first two. These options will be reviewed, discussed, evaluated, and modified in the first of two workshops with the County. A separate workshop will be conducted with the courts and constitutional officers.
 - Alternatives Development Workshop One – two half-day sessions: Stantec will facilitate two separate half-day workshops – 1 for the courts and constitutional officers and 1 for the remaining county functions. Workshops participants should include heads of all departments and divisions together. This provides significant value to Pinellas County because it allows all parties to hear all agendas, preferences, dislikes, and points of view. We facilitate activities during the workshop to build consensus on preferred directions over the course of the workshop sessions. Alternatives may include relocations, consolidations, vacating leased space, building remodel or expansion, new construction,

circulation reconfiguration, and other possible directions. Pros and cons of each alternative will be brainstormed as a group to consider efficiency of space use, public access, workflow, future flexibility, growth strategies, preliminary site master plan considerations, capacities, opportunities, and constraints. The Project Goals defined in the Visioning Session will be used to assess each alternative. Conceptual site planning for public works functions will be included.

- Alternatives Development Workshop Two – two half-day sessions: We will take the preferred directions from the initial workshops, refine those (including conceptual site plans for public works functions), assess potential cost impacts, site selection evaluations, and implementation phasing, and return for a second set of workshops to finalize the preferred directions with the decision-making groups. This second set of workshops will take place approximately 1 month after the first, depending on Pinellas County's availability. The goal during the second workshops is to arrive at a set of short- and long-term priorities and final recommendations that all stakeholders can support. *Note: it may be desirable to have a single second workshop with all stakeholders since some of the space needs will be inter-related. This can be discussed with the County during scope negotiation.*
- **Final Recommendations:** The final step will be to develop more fine-tuned cost estimates for the recommendations based on a specific set of assumptions about implementation phasing, priorities, remodel, and construction levels and other considerations. A Final Facility Space Study Report will be delivered to Pinellas County to complete the project. Pinellas County will have the opportunity to review a final draft and provide comments for incorporation into the final report.

Deliverables:

1. Draft and final space needs program that includes standards, benchmarks, and occupancy drawings
2. Gap Analysis
3. Draft and final set of alternatives and recommendations that includes block diagrams as needed
4. Implementation phasing plan coordinated with cost estimates
5. Building Conditions Report will include: Executive Summary; a description of existing building systems, our findings, opinions and recommendations; a general inventory of building elements and exterior site improvements (at a component level) observed at the site that, under the circumstances under which the property will be or is normally used, may require repair or replacement within the next ten (10) years; the present condition or state of repair of the property's building elements and exterior site improvements, their theoretical life expectancy, and estimates of timing and opinions of cost for anticipated repair or replacement activities; a summary of opinions of cost that are expected annually over a ten (10) year evaluation period, which includes the effects of the current average inflation rate; Facility Condition Index table graph and analysis to provide analysis of the Building's condition, serviceability and remaining service life; photographs of relevant features and assessment findings; appendices containing supporting documentation, where relevant.

Task 2 – Real Estate Financial Consulting

- **Real Estate Portfolio Analysis & Recommendations**
 - Develop a methodology for analysis of county-owned real estate portfolio. Review Methodology with Client
 - Engage with Managing Department to review current need, future need and environmental significance
 - Engagement with local brokers and developers to determine demand and values for different assets classes in Pinellas County
 - Draft recommendations for retention or disposition of assets in RE portfolio, as well as potential value from disposition
 - Properties recommended for disposition will be broken out into a “High Priority Disposition Program”, which include properties that we believe may be suitable for immediate disposal, and “Secondary Priority Program” sites that may require additional due diligence, preliminary marketing or entitlement changes to ensure highest potential value to the County.
 - Review existing leases (up to 5) and calculate cost of early termination of leases and potential cost savings from lease dissolution

- **Site Acquisition & Development**
 - Methodology for Site Selection: Stantec will prepare a methodology for the site selection process in concert with and as approved by the Consultant Team and Client as to the criteria to be used. Once established this methodology will be used by the team to evaluate multiple sites throughout target areas of Pinellas County.
 - Site Evaluations – Up to twelve (12) sites: The established methodology will generally include the use of publicly available data (GIS) and team knowledge of the County. The methodology will include, but may not be limited to, a review of agency regulations, site configuration/building capacity, transportation access, proximity to employment/citizen demographic, environmental features, etc. Stantec will perform the review and assessment of up to twelve (12) sites in order to refine the site options to three (3) preferred sites working in conjunction with the Consultant Team and the Client. The evaluation of up to twelve (12) sites as outlined above can be accomplished in 6 weeks.
 - Site Evaluations – three (3) preferred sites: The identification of the preferred sites may be accomplished through a workshop between the County and the Consultant Team to discuss the characteristics, challenges and opportunities presented for up to twelve sites. Upon identification of three (3) preferred sites Stantec will prepare a site feasibility analysis to assist with the evaluation of each site. More specifically this evaluation will include the following tasks/activities:
 - Review of any known existing planning efforts that have been completed for each site, including but not limited to, Market and Feasibility and Planning Studies as may have been performed by local governmental agencies and their consultants.
 - Confirmation of existing Comprehensive Plan policies and Future Land Use designations
 - Zoning district regulations including a review of dimensional criteria (setbacks, heights, etc.) and a summary of allowable uses.

- Assess the nature/extent of any Comprehensive Plan, land use or zoning modifications that may be necessary to accommodate the potential uses for each of the sites.
- Research and document discretionary or administrative approvals required to commence development of the site (i.e. site plan approval)
- Research and document any impact fees that may be required by County/City for development of the site (i.e. transportation impact fees, permit fees, etc.)
- Assessment of other changes that may be necessary/desired based on the findings of the Real Estate Advisor
- Stantec will perform a preliminary review of the traffic and transportation aspects of the twelve sites prior to the in-depth review for the three (3) preferred sites once they are identified. More specifically, the review for the three preferred sites will include the following tasks/activities:
 - i. Adopted Mobility Plans and Multimodal Impact Fee requirements, and any limitations to proposed development based on transportation constraints based on the jurisdictions of where the sites are located.
 - ii. A review of current transportation levels of service and planned and programmed improvements.
 - iii. The extent to which previous uses on the site may be vested, so that trips generated from the previous uses are exempt from further concurrency review.
 - iv. Completion of trip generation analysis and potential level of service impacts for a potential build out scenario. The trip generation will be for one (1) build out land use scenario for each of the three sites. The level of service analysis will be a generalized level of service analysis of adjacent roadway segments for the PM peak hour for the current MPO Long Range Plan planning horizon of 2040. An estimate of potential additional traffic will be to the extent such information is available. It is assumed that this analysis will utilize existing trip counts available from Pinellas County and FDOT.
 - v. A review of FDOT and Agency access permit requirements to the extent they apply to the development sites, and what, if any, access limitations may be imposed as a result of these requirements.
 - vi. Conceptual review of potential access locations and configuration on adjacent public right of ways (not to include detailed drawings or design).
- Civil/Site Related Investigations: Stantec will perform civil/site engineering related investigations for up to three (3) identified sites. These will be performed with the objective of developing an understanding of the anticipated site related requirements to support the development of the property and will include the following tasks/activities:
 - Collect and review available site related documents including surveys, utility atlas sheets, prior site plans, geotechnical reports, FEMA flood zone mapping, aerial photography, etc.
 - Perform one (1) site visit to review current site condition on the subject sites. These will be limited in nature, and not include a detailed assessment of existing conditions.
 - Prepare a base map for the property, based on the best available information; it is anticipated the Client will provide digital/CAD files of any available plans and work products for the subject sites. This will also incorporate other relevant information

such as FEMA and Pinellas County flood zones, available topographic mapping, Watershed Management Plans, wetland information, aerial photography, etc.

- Investigate the existing utility (water, sewer and reclaimed water) systems adjacent/near the subject property; assess the availability of capacity and anticipated points of connection for new services. This will include a preliminary/high level estimate of anticipated flows/demands (likely a range, depending on possible development programs); no analysis of the existing or proposed systems will be performed at this time.
- Coordination with the Client and Stantec Environmental Scientist in assessing potential agency jurisdiction of any on-site wetlands and stormwater area (i.e. "surface waters"), and the general extent these areas can be impacted by proposed development of the sites.
- Investigate the existing FEMA and Pinellas County flood zone designations, including any pending/proposed updated maps currently in draft status.
- Provide civil/site input to the development of proposed conceptual site plan for each site. This will include input relative to access/circulation, stormwater requirement, grading (very generalized, and floodplain compensation, etc.
- Investigate the anticipated stormwater criteria and generalize requirements for the proposed development. It is anticipated this will include water quality treatment, storage/attenuation, and if applicable, floodplain volume mitigation.
- Identify, on a generalized basis, any major "not typical" site development requirements anticipated for the sites. This will be for the purpose of noting general impacts of these requirements, in terms of either limitations on "useable" land area and/or significant cost implications.

Add/Alt: Preparation of a conceptual-level schedule for each site for site development related activities including planning, infrastructure design and permitting.

- Project Meetings & Coordination: As requested/appropriate, Stantec will participate in the following meetings and coordination efforts for the project:
 - Team Meetings – Participate in meeting with the Client representatives during the course of the project; it is assumed this may include up to six (6) meetings and/or conference calls (assume three (3) in person meetings, and three (3) conference calls/web meetings). It is anticipated these meetings would provide a forum for discussion of project status as well as discussion on specific sites, development scenarios and strategies.
 - Project Coordination/Management – This task includes Stantec interdisciplinary team coordination efforts and related project management work efforts throughout the project. This will also include providing periodic updates and coordination efforts with the Client's project manager.
- Site Plan Review and Design Options: Stantec will prepare conceptual level site plans for the three (3) sites identified under a separate Task. It is anticipated this may include preparing initial concept level sketch plans for up to two (2) development scenarios for each site based on input from the Client and project team. These layouts will include site access, anticipated stormwater requirements and development parcel configurations. Detailed layout of proposed development programs (i.e. buildings, parking,) within the parcels is not anticipated at this time. Based on Client and team input, Stantec will refine the concept sketches for the

three (3) sites and their preferred plans. These will be prepared with hard-line detail and basic colorization and include a summary of land areas and uses.

- **Preliminary Environmental/Wetlands Review & Permitting Assessment:** Stantec will conduct a review of publicly available on-line data associated for up to three (3) properties, relative to the extent of potential agency jurisdictional wetland and surface water features. As part of this desktop study, Stantec will include the review of current and historical aerial imagery, previously prepared assessments by other professional firms, Natural Resources Conservation Service (NRCS), soil survey maps, National Wetland Inventory (NWI) wetland maps, United States Geological Survey (USGS) quadrangle/topographical maps, and Southwest Florida Water Management District (SWFWMD) GIS data. This will also include a review of any previous work products available for the sites. It is anticipated that no field inspections will be performed at this time. Based on the field conditions at the time of the field inspection and consistent with the requirements of Chapter 62-340 F.A.C. as well as the Regional Supplement to the U.S. Corps of Engineers (USACE) Wetland Delineation Manual: Atlantic and Gulf Coast Plain Region (Version 2.0. November 2010), Stantec will provide a preliminary/approximate estimate of the agency jurisdictional areas; this will include an estimate of which of these features may be subject to USACE jurisdiction under Section 404 permitting requirements. Please note as these are preliminary site investigations for planning purposes only and is not intended for submittal to the regulatory agencies as part of future permitting activities. Also, note that Stantec cannot guarantee the approval by SWFWMD or USACE of the approximate jurisdictional wetland and surface water limits estimated as part of this work effort.

- **Capital Planning:** Stantec will engage with relevant county financial personnel to organize information and generate a dynamic financial model of sources and uses of the County's General Fund. Our analysis will:
 - Provide a diagnostic evaluation of the General Fund's long-term financial sustainability utilizing the financial model
 - Generate multi-year capital plan to meet the needs identified in the Task 1 work
 - Iterate model to evaluate potential changes to tax revenue that may result from scenarios identified in Task 1
 - Iterate model to evaluate additional cost reduction and revenue enhancement/diversification strategies to ensure long term financial sustainability
 - Customize the financial model to feature several scenarios ensuring financial sustainability and execution of the capital plan
 - Present financial sustainability scenarios in a public meeting and perform ad hoc "what if" analyses at the County's request with instantaneous results
 - Summarize findings and recommendations for financial sustainability in the form of a report supported by schedules detailing the financial projections

- **Cost Estimating:** Rick Fourie, of Fourie Cost Consultants, a sub-contractor to Stantec, will generate cost estimates to accompany any renovation and new build scenarios generated by our space planning team. This consultant will also generate life-cycle costing estimates to accompany the scenarios generated by our Task 1 work (timeline: in accordance with Task 1 deliverables)

- Construction costs will be presented in an elemental estimate format that results in project specific Class D level estimate for each building, the estimates will clearly identify quality levels and be based on space planning functional area level scopes of work.
- For renovation this approach will deliver an early conceptual level Class D estimate for each property. Renovation estimates will define quality expectations, scope of work, and tests space plan requirements with existing space. Condition assessment items will also be included with renovation to account for a complete scope of work.
- Each building/estimate will include a design stage detailing & pricing allowances appropriate for a Class D level functional area level estimate to account for design development.
- d.) All construction costs will be presented in current competitive Pinellas County bid dollar, based on unit rates from local subcontractors capable and able to perform the scope of work.
- Construction cost escalation will be carried as a separate line item with each estimate to account for escalation between estimate date and the timeline projected bid date.
- In collaboration with Pinellas County and Stantec, Fourie Cost Consultants will include line items for soft cost items, such as loose FF&E, kitchen equipment, AV, appliances, design and engineering fees, land acquisition costs, project management fees, etc., and present a bottom line total Project Cost number for each building/renovation project.

Add/Alt: Identification of Funding Sources: Review and evaluate sources of funding available to county to accomplish space planning needs recommended in Task 1 Analysis Funding specialists search multiple databases to surface potential funding. The Funding Services and Real Estate Strategies team will consider County objectives, site options and funding sources to develop a preliminary set of funding recommendations.

- **Public Presentations:** The Real Estate Strategies team, in collaboration with any appropriate team members, will be available for two (2) public presentations to the Board of Commissioners or any department requested by the client

Deliverables:

1. Draft Parcel Report that makes recommendations on retention or disposition of each parcel based upon approved methodology. For those properties that have been determined to be of "High Priority for Disposition", the draft report will include a range of values based upon market knowledge.
2. Financial Reports for each space planning alternative that includes cost estimates, revenue estimates and financial analysis.
3. Preliminary six-year sequencing and capital planning proposal, with budget estimates and revenue sources for each alternative and option plus a final, six-year capital improvement program budget for the Board of County Commissioners' preferred alternative
4. For each of the three preferred development sites, a conceptual cost estimates for site infrastructure costs, and conceptual level schedule of site development related activities including detailed planning, infrastructure design and permitting plus a technical memorandum or letter report narrative summary of the findings from these investigations. One concept level sketch plan for each of the three (3) identified sites based on input from Client and project team will be

prepared with hardline detail and basic colorization and include a summary of land areas and uses. Stantec will prepare a brief memorandum summarizing the results of the preliminary site inspections and anticipated limits of agency jurisdictional wetlands. As part of this report, an exhibit will be included for each site that will illustrate the location of the approximate limits of jurisdictional features, including wetland buffers, within the subject site.

Add/Alt: Matrix of potential funding sources with key characteristics and preliminary assessment of eligibility and target project elements. Report detailing draft and final recommendations on funding sources for targeted sites and project elements.

Please see attached fee spreadsheet for compensation for these services, to be billed on a time and materials basis for a not-to-exceed fee of \$1,230,754.

Thank you.

Regards,

Stantec Consulting Services Inc.

Brett Sherman

Principal

Phone: (212) 886-0772

Brett.Sherman@stantec.com

Appendix A: Interview Groups

Departments Under the County Administrator

- Administrative Services
 - Facilities and Real Property – 509 and all five Facility Operations locations (1 interview)
 - Fleet (1 interview)
 - Risk/Purchasing (1 interview)
- Animal Services (1 interview)
- Building and Development Review Services (1 interview)
- Contractor Licensing Department (1 interview)
- County Administration (1 interview)
- CVB – Leased space (1 interview)
- Economic Development – Leased space (1 interview)
- Human Services (1 interview)
 - 440
 - Leased space
- Marketing and Communications (1 interview)
- OMB (1 interview)
- OTI (1 interview)
- PCR (1 interview)
- Planning Department (1 interview)
- Public Safety Services - EMS building (1 interview)
- Public Works
 - Engineering at 14 SFH (1 interview)
 - Mosquito Control (1 interview)
 - Air Quality (1 interview)
- Utilities - Engineering and Customer Services at 14 SFH (1 interview)

Appointing Authorities, Agencies, and Constitutional Officers

- County Attorney (1 interview)
- Board of County Commissioners (1 interview)
- BTS (1 interview)
- Clerk
 - Finance at 14 SFH, 315 Courthouse, and Inspector General (1 interview)
 - 509 Records & 49th Street Records (1 interview)
 - 509 Clerk's Technology (1 interview)
- Courts - 315 and 324 Courthouses (1 interview)
- Forward Pinellas (1 interview)
- Human Resources (1 interview)

- Human Rights (1 interview)
- Medical Examiner – Building and records storage (1 interview)
- Property Appraiser (1 interview)
- Public Defender and State Attorney– Records storage requirements only (1 interview)
- Sheriff - 315 and 324 Courthouses – Court security functions only (1 interview)
- Supervisor of Elections (1 interview)
- Tax Collector (1 interview)

Other Functions

- Employee Relations and Workforce (1 interview)
- Lealman Exchange (1 interview)

Appendix B: Exclusions / Assumptions

Pinellas County scope exclusions:

- As-built drawings-will not be developed as part of this scope. This includes, but is not limited to, drawings defining the existing MEP systems, architectural elements or furniture layouts
- Current and proposed occupancies will be represented at a block plan diagram level only. Detailed space plan test fits for current or proposed occupancies are not assumed in the scope. Test-fit samples of a limited number of select areas may be produced at Stantec's discretion.
- If CAD drawings are not available for existing facilities, SF occupied will be estimated based on total building SF, PDF take-offs and other information that can be provided by the County
- Building massing and basic site diagrams may be developed as needed to illustrate options. Renderings or site illustrations for proposed improvements would be an additional scope item
- Headcount projections will be based on data provided by the County regarding short term expected growth and long-term growth rate assumptions, typically based on historic growth rates
- Stantec will identify space use inefficiencies and deficits but will not conduct a formal time utilization study nor analyze conference room scheduling/use data.
- Records space requirements will be assessed for some departments as identified by the County. These departments' other space needs will not be assessed. Assessments will be based on records storage requirements as defined by the County; a records management study is outside of the project scope.
- Site / Civil Related Investigations: This work effort does not include any stormwater/floodplain analysis or modelling of any type. This task will be limited to investigation of anticipated criteria and assessing the general concept and approach for addressing the requirements. Any civil / infrastructure cost estimates performed at this stage will be conceptual in nature and based upon generalized unit cost data (i.e. costs per acre, etc.), and not be based upon specific engineering plans, quantity take offs, etc. Any potential "non typical" site related cost elements will be identified as best possible.
- Building Conditions Assessments: Please note that some items are not included in the scope of work for the assessment. Some of the pertinent excluded items are as follows:
 - Entry of "confined spaces" or spaces deemed in Stantec's or the site assessor's opinion to be hazardous.
 - Vaults that are owned by the utility providers.
 - Entry of concealed or inaccessible areas of the property that would require measures beyond that identified in the scope of work to assess.
 - Verifying pressures, flow rates, sizes, actual numbers of units (e.g., counting parking stalls), etc.
 - An intrusive hazardous materials assessment or subsurface investigation (only a visual hazardous materials assessment is included in our proposal).

- Work requiring specialty consultants, contractors, suppliers, manufacturers, etc.
 - Assessment of furniture and “moveable” fixtures.
 - Intrusive observations, destructive testing, and quantitative measurements.
 - As-built “take-off” or physical area measurements/calculations of the site or confirmation of reported gross or net usable areas of the site.
 - Accessing elevated sloped roof areas; however, if a ladder is provided and if it is deemed safe by the site assessor, sloped roof sections will be observed from the eaves. Otherwise sloped roof sections will be assessed from ground level.
 - A barrier-free access assessment of the property.
 - Testing, starting, or operating of equipment and systems.
 - Obtaining and reviewing public records (including zoning classification, zoning compliance, flood-plain analysis/evaluation, certificate of occupancy, outstanding building/fire code violations, etc.).
 - Obtaining and reviewing municipally-held documentation for the sites (building department records)
 - An evaluation (detailed or otherwise) of the site’s compliance with Building Codes and Fire Codes or with local ordinances, requirements, etc. (including those related to life safety and fire protection) is not part of the scope of this project. We have assumed that the existing structures and property development were reviewed and approved by the appropriate authority having jurisdiction at the time of development, and during any subsequent additions, renovations and/or inspections.
 - An evaluation of the mechanical, electrical and safety systems for the elevators is not included.
- **Building Conditions Assessments Assumptions:**
 - The Client will arrange for Stantec staff to have full access to the site. The Client will also notify facility managers and tenants of our arrival prior to the site visit.
 - The Client will provide, or arrange for the use of ladders and keys, as needed, to access flat roof areas (where present), utility and service rooms, storage areas, etc.
 - Available drawings, construction and maintenance/operations documentation, previous engineering reports, etc., will be provided by the Client.
 - Efforts will be made by the Client to provide a dedicated site escort(s) during the walk-through site visit who has access to all areas of the facility and is knowledgeable on the day-to-day operations and maintenance history of the property.
 - The 2017 FBC will be used as a reference for the Building Code Review.
 - The site visit will be conducted over a consecutive day period.
 - Deviations in the scope of work either requested by the Client or resulting from unknown site conditions or changes in the assumptions presented above, will not be initiated by Stantec without written authorization by the Client.

- The Buildings to receive a conditions assessment are as follows:

| ID | Location | Building Areas Square Footage |
|----|---------------------------------|-------------------------------|
| 1 | 14 S Ft Harrison | 73,965 |
| 2 | 400 S Ft Harrison | 87,062 |
| 3 | 310 Court Street | 19,006 |
| 4 | 315 Court Street | 200,236 |
| 5 | 440 Court Street | 40,795 |
| 6 | 333 Chestnut Street | 27,049 |
| 7 | 631 Chestnut Street | 6,132 |
| 8 | 510 Bay Avenue | 13,956 |
| 9 | 509 S East Avenue | 84,116 |
| 10 | 14155 49th St N | 14,000 |
| 11 | 12450 Ulmerton Rd | 35,811 |
| 12 | 501 1st Ave N | 87,555 |
| 13 | 647 1st Ave N | 16,788 |
| 14 | 201 Rogers St - Clearwater | 5,814 |
| 15 | 303 Chestnut St | 8,417 |
| 16 | 520 Oak | 2,205 |
| 17 | 12175 125th St N | 26,511 |
| 18 | 12211A Walsingham Rd | 30,300 |
| 19 | 12490 Ulmerton Rd - Largo | 66,367 |
| 20 | 10900 Ulmerton Rd - Largo | 42,085 |
| 21 | 13001 Starkey Road - Largo | 75,344 |
| 22 | 9685 Ulmerton Rd - Largo | 124,506 |
| 23 | 3875 54th Ave N - St Pete | 2,306 |
| 24 | 14400 49th St N - Clearwater | 63,037 |
| 25 | 4100 118th Ave. N. - Clearwater | 92,297 |
| | Sub-Total | 1,204,906 |
| 26 | 315 Court St | 90,010 |
| 27 | 440 Court St | 14,895 |
| 28 | 501 1st Ave N - St Pete | 87,184 |
| | Sub-Total | 192,089 |
| | Total | 1,396,995 |

Appendix C: Independent Municipal Advisor Exemption

January 17, 2020 January 24, 2020

Pinellas County, Florida is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission and the "independent municipal advisor" exemption from the definition of "advice." Pinellas County hereby notifies Stantec Consulting Services Inc. that it wishes them to continue to provide recommendations on user fees and financial forecasting related to the issuance of municipal securities. Pinellas County is represented by the firm of [insert name of municipal advisor], which it has retained to, among other things, assist Pinellas County in evaluating any and all of such recommendations. Pinellas County will rely on [municipal advisor] for advice. **Therefore, Pinellas County understands that Stantec Consulting Services Inc. is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act.** This certificate may be relied upon until January 16, 2022. Stantec Consulting Services Inc. understands that it must also send a copy of this certificate to the [municipal advisor].

Appendix E: Fee Worksheet

| | | Totals |
|----------------|--|------------------------|
| Task 1. | CONCEPTUAL CAMPUS PLANNING | |
| Task a. | Kick-off & survey prep | \$ 5,273.00 |
| Task b. | Gather and review background data, drawings, and other information | \$ 7,670.00 |
| Task c. | Visioning Session prep and delivery | \$ 12,570.00 |
| Task d. | Revalidation of space/SF requirements and standards - tour bldgs/create occupancy drawings/document general conditions | \$ 120,819.00 |
| Task e. | Revalidation of parking requirements | \$ 7,440.00 |
| Task f. | Interviews & Benchmarking research (including travel time) | \$ 76,032.00 |
| Task g. | Develop proposed standards and space needs program draft for review | \$ 47,944.00 |
| Task h. | Parking analysis based on preliminary scenarios | incl. |
| Task j. | Presentation/approval mtg with client for Space Needs Program & revisions | \$ 10,098.00 |
| Task k. | Develop conceptual plans/gap analysis/ space utilization scenarios/site plans | \$ 52,032.00 |
| Task l. | Alt Dev Workshop 1 (including travel time) | \$ 18,276.00 |
| Task m. | Financial analysis for each scenario (consultant)/Review by Stantec | \$ 6,452.00 |
| Task n. | Alt Dev Workshop 2 (including prep) | \$ 52,424.00 |
| Task p. | Finalize Financial analysis for each recommended scenario(s) | \$ 4,200.00 |
| Task q. | Refine final conceptual diagrams and plans | \$ 35,052.00 |
| Task r. | Refine final sequencing plans and timelines | \$ 20,508.00 |
| Task s. | Prepare Full Draft Document for Review/Edit Redlines from Review | \$ 48,858.00 |
| Task t. | Prep and presentation of findings and recommendations to Steering Comm. | \$ 34,952.00 |
| Task u. | Public (County Commissioners) presentations | \$ 15,336.00 |
| Task v. | Facilities Assessment | \$ 74,070.00 |
| | Project Management, consultant contingency | \$ 23,440.00 |
| | TOTAL | \$ 673,446.00 |
| Task 2 | REAL ESTATE FINANCIAL CONSULTING | |
| | Project Management | \$ 32,840.00 |
| Task a. | Assist with decisions on locations, consolidations, etc. | \$ 9,700.00 |
| Task b. | Assist with decisions about site acquisition and dispo | \$ 77,200.00 |
| Task c. | Capital Planning | \$ 5,800.00 |
| Task d. | Cost Estimating | \$ 182,720.00 |
| Task f. | Cash flow analysis | \$ 8,175.00 |
| Task g. | Life-cycle Costing | \$ 2,375.00 |
| Task h. | Site Civil | \$ 88,980.00 |
| Task i. | Development of multi-year funding plans for scenarios | \$ 9,975.00 |
| Task j. | Development of financing plans for scenarios | \$ 77,475.00 |
| Task k. | Quantification of value of acq. And dispo activities | \$ 5,000.00 |
| Task l. | ID and eval of op and maint costs for relos and renos | incl. |
| Task m. | ID of fund sources from dissemination of existing leases and sales | incl. |
| Task n. | Documentation of cost avoidance via facilities not constructed | \$ 1,425.00 |
| Task o. | Prep of estimates for reno and moving costs (incl. interim leases) | incl. |
| Task p. | Evaluate potential changes to tax revenues | \$ 3,425.00 |
| Task p. | Public presentations including substantive documentation | \$ 25,218.00 |
| | TOTAL | \$ 530,308.00 |
| | SUBTOTAL LABOR | \$ 1,203,754.00 |
| | TRAVEL | \$27,000 |
| | GRAND TOTAL | \$ 1,230,754.00 |
| | CONTINGENCY | \$ 20,000.00 |

TOTAL: \$ 1,250,754.00