

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



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: SCADA System Master Plan Update – Professional Engineering Services

RFP CONTRACT NO. 189-0464-NC (SS)

COUNTY PID NO. 004161A

NON-CONTINUING FIRM: McKim & Creed, Inc.

**PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES SAMPLE
AGREEMENT**

TABLE OF CONTENTS

SECTION 1 INTENT OF AGREEMENT 3

SECTION 2 SCOPE OF PROJECT 4

 2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS 4

 2.2 PROJECT PHASES 4

 2.3 CONSULTING RESPONSIBILITIES 4

 2.4 GENERAL DESIGN CONDITIONS 5

 2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS 5

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT 5

 3.1 SEE EXHIBIT A – SCOPE OF SERVICES 5

 3.2 BIDDING PHASE – Not Applicable 5

 3.3 CONSTRUCTION PHASE – Not Applicable 5

 3.4 PROVISIONS RELATED TO ALL PHASES 5

 3.5 PERMIT APPLICATIONS AND APPROVALS – Not Applicable 6

 3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES – Not Applicable 6

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY 6

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON 6

SECTION 6 PAYMENT GUIDELINES AND CATEGORY OF SERVICES 7

 6.1 BASIC SERVICES 7

 6.2 OPTIONAL SERVICES 7

 6.3 CONTINGENCY SERVICES 7

 6.4 ADDITIONAL SERVICES 7

 6.5 INVOICING 7

SECTION 7 COMPENSATION TO THE CONSULTANT 8

SECTION 8 PERFORMANCE SCHEDULE 9

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES 9

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES 9

SECTION 11 SATISFACTORY PERFORMANCE 9

SECTION 12 RESOLUTION OF DISAGREEMENTS 9

SECTION 13 CONSULTANT’S ACCOUNTING RECORDS 10

SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS 10

SECTION 15 INSURANCE COVERAGE AND INDEMNIFICATION 10

SECTION 16 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246 11

SECTION 17 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 11

SECTION 18 PROHIBITION AGAINST CONTINGENT FEE 11

SECTION 19 TRUTH IN NEGOTIATIONS 11

SECTION 20 SUCCESSORS AND ASSIGNS 11

SECTION 21 INTEREST ON JUDGMENTS 11

SECTION 22 TERMINATION OF AGREEMENT 12

SECTION 23 AGREEMENT TERM 12

SECTION 24 CONFLICT OF INTEREST 12

SECTION 25 ENTIRE AGREEMENT 12

SECTION 26 PUBLIC ENTITY CRIMES 13

SECTION 27 PUBLIC RECORDS 13

SECTION 28 GOVERNING LAW AND AGREEMENT EXECUTION 14

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
SCADA System Master Plan Update – Professional Engineering Services**

THIS AGREEMENT, entered into on the ____ day of ____, 20 ____, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and, McKim & Creed, Inc. with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required to provide an update to the current Supervisory Control and Data Acquisition System Master Plan for Pinellas County, Florida

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING SERVICES requisite to the development of the PROJECT; and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned Services; and

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

For the purposes of this Agreement the term PROJECT shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the PROJECT, and all PROJECT development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed PROJECT construction documents. The CONSULTANT shall provide the following professional services to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the PROJECT. The PROJECT design shall be based on the following data:

All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements. Exhibit A, Scope of Services is attached.

a) Required Deliverables

- Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically, plus two (2) paper prints signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

2.2 PROJECT PHASES

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

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.

- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, prepared in Microsoft Project 2013 or later, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS

2.4.1 The CONSULTANT shall coordinate and solicit appropriate input, with the knowledge of the COUNTY.

2.4.2 All design data, plans, and drawings shall be delivered electronically and or on CD ROM formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on a CD ROM, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

2.4.3 One (1) original and nine (9) copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.

2.4.4 The CONSULTANT shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE – Not Applicable

3.3 CONSTRUCTION PHASE – Not Applicable

3.4 PROVISIONS RELATED TO ALL PHASES

3.4.1 The CONSULTANT will investigate and confirm in writing to the COUNTY, to the best of the CONSULTANT'S knowledge, conformance with all applicable local public and utility regulations.

3.4.2 The CONSULTANT will coordinate work necessary for the PROJECT.

3.4.3 The CONSULTANT shall submit to the COUNTY design notes and computations to document the conclusions reached during the development of the PROJECT.

3.4.4 The CONSULTANT shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of the PROJECT.

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

3.4.6 All work prepared and/or submitted shall be reviewed and checked by a CONSULTANT (Architect/Engineer) registered in Florida. All reports shall be signed and sealed by the Professional CONSULTANT's Florida Licensed Professional Engineer in responsible charge or their designee.

3.5 PERMIT APPLICATIONS AND APPROVALS – Not Applicable

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES – Not Applicable

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY

4.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing reports, SCADA data, existing aerial photographs, as-built construction plans and data pertinent to the PROJECT design, which the COUNTY may have in its possession.
- B. Reproducibles of the COUNTY Engineering Department Standard Drawings applicable to the PROJECT.

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

The following services shall be provided at no additional cost to the COUNTY:

5.1 Prior to the commencement of the SCADA System Mater Plan Update activities, the COUNTY will conduct with the CONSULTANT a kickoff meeting for the purpose of discussing issues relative to the PROJECT, data gathering, report preparation and submittal procedures and to convey to the CONSULTANT such items provided for under Section 4 as may be required and available at that time. The consultant shall provide project schedule on or before the kickoff meeting with the project start date the same as the official Notice to Proceed.

5.2 The CONSULTANT shall make presentations to the COUNTY'S Director of Utilities or designee as often as reasonably requested and at any point in the PROJECT development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the COUNTY'S best interest.

5.3 The CONSULTANT shall participate in meetings, workshops and presentations with COUNTY staff. Meetings will be scheduled by the COUNTY at a location provided by the COUNTY.

5.4 The CONSULTANT shall attend, as technical advisor to the COUNTY all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required related to the Master Plan Update efforts, and shall prepare all presentation aids, documents and data required in connection with such meetings and technical assistance to the COUNTY.

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

SECTION 6 PAYMENT GUIDELINES AND CATEGORY OF SERVICES

6.1 BASIC SERVICES

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

6.2 OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY's Executive Director of the Utilities, or designee.

6.3 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S Director of Utilities or designee, the CONSULTANT shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the PROJECT scope.

Compensation for any Contingency Services assignments shall be negotiated between the COUNTY and the CONSULTANT at the time the need for services becomes known.

6.4 ADDITIONAL SERVICES

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

6.5 INVOICING

CONSULTANT must submit invoices on a monthly basis to the COUNTY project manager for approval before submitting to the Clerk of Finance for processing and payment. Invoices shall include a status report summarizing the work completed during the invoice period and PlanTrax® spreadsheet. The PlanTrax® submittal will include an updated schedule (in PlanTrax®) and projected spending for the duration of the project. The status report will include a summary of the work completed during the invoice period as well as information pertaining to any schedule changes in PlanTrax®. At the conclusion of the work, the final invoice will be marked "FINAL" on the invoice and be accompanied by a cover letter from the CONSULTANT stating that this is a Final invoice and that compensation for tasks completed, as described in the Scope of Services Agreement, is now concluded. The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70. seq., F.S.

The CONSULTANT shall provide copies of supporting receipts/invoices/billing documentation. Self-performed reimbursable work shall be reimbursed at the firm's standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

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

All progress reports shall be mailed to the attention of the designated Project Manager, Becky Cook, P.E., Utilities, 14 S. Ft. Harrison Ave., Clearwater, FL 33756.

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3.10, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: Thirty-Seven Thousand Six Hundred Forty-Four and 00/100 Dollars (\$37,644.00) for Task 1 – Project Management, Invoicing, Meetings Phase of the PROJECT.

A Lump Sum Fee of: Twenty-Seven Thousand Two Hundred Forty-Six and 00/100 Dollars (\$27,246.00) for Task 2 – Field Investigation Phase of the PROJECT.

A Lump Sum Fee of: Seventeen Thousand Two Hundred Ninety and 00/100 Dollars (\$17,290.00) for Task 3 – Workshops Phase of the PROJECT.

A Lump Sum Fee of: One Hundred Sixteen Thousand Two Hundred Eighty-Eight and 00/100 Dollars (\$116,288.00) for Task 4 – System Analysis and Recommendations Phase of the PROJECT.

A Lump Sum Fee of: Sixty-Five Thousand Five Hundred Forty and 00/100 Dollars (\$65,540.00) for Task 5 –Master Plan Final Report Phase of the PROJECT

The above fees shall constitute the total not to exceed amount of Two Hundred Sixty-Four Thousand Eight and 00/100 Dollars **(\$264,008.00)** to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

7.3 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed Twenty-Five Thousand and 00/100 Dollars **(\$25,000.00)** for all assignments performed.

7.4 Total agreement amount Two Hundred Eighty-Nine Thousand Eight and 00/100 Dollars **(\$289,008.00)**.

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

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

SECTION 8 PERFORMANCE SCHEDULE

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

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

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

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

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Utilities or designee.

9.2 The ADDITIONAL services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.

9.3 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

The COUNTY reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. Any subconsultant not listed as part of the prime consultants team at time of award must be approved by the Director of Purchasing prior to performing any service.

SECTION 11 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S Director of Utilities or designee.

SECTION 12 RESOLUTION OF DISAGREEMENTS

12.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

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

SECTION 13 CONSULTANT'S ACCOUNTING RECORDS

13.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

13.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

13.3 For the purpose of such audits, inspections, examinations and evaluations, the COUNTY'S agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until five (5) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

13.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the CONSULTANT under this Agreement shall be delivered to and become the property of the COUNTY. The CONSULTANT, at its own expense, may retain copies for its files and internal use. The COUNTY shall not reuse any design plans or specifications to construct another project at the same or a different location without the CONSULTANT'S specific written verification, adaptation or approval.

SECTION 15 INSURANCE COVERAGE AND INDEMNIFICATION

15.1 The Consultant must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached

15.2 If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

**SECTION 16
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin.

**SECTION 17
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONSULTANT acknowledges that it is functioning as an independent Consultant in performing under the terms of this Agreement, and it is not acting as an employee of COUNTY. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

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

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

This Agreement will become effective on the date of execution first written above and shall remain in effect for three hundred thirty (**330**) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 ENTIRE AGREEMENT

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

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

CONTRACTOR'S DUTY

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


**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name: McKim & Creed, Inc.

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: 
Print Name: Mike Stoup
Title: Vice President Date: 5/18/2020

By: _____
Name _____ Date: _____
Chairman

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk _____ Date: _____

APPROVED AS TO FORM

By: 
Office of the County Attorney

**PINELLAS COUNTY
SCADA Master Plan
SCOPE OF SERVICES
Revision 5
May 27, 2020**

I. PROJECT OVERVIEW

Pinellas County has selected McKim & Creed to update their 2005 SCADA Master Plan to provide the County with a vision forward for their SCADA system over the next 10 years. The County is in the process of executing upgrade projects for their plant PLCs so the primary focus of the update will be on the SCADA system, communications, exchange of data, data management, criticality, staffing and security.

McKim & Creed will perform field research, conduct workshops, interview staff/stakeholders, evaluate the existing system and develop recommendations for system improvements. The recommendations will be prioritized into short term and long term projects that will help the County maintain a secure, reliable SCADA System that is resilient, flexible and will be able to meet the current planned and desired growth of the County. The prioritized recommendations will include a summarized scope, budget and estimated schedule of implementation. This information will be summarized in an Excel spreadsheet and technical memoranda (TMs) and will be assembled into a final report. McKim & Creed will present the details of the plan for County staff upon completion of the project.

II. SCOPE OF SERVICES

TASK 1 – Project Management

- A. Provide project management for the duration of the project. This will include project setup, coordination, meetings, invoicing, subcontractor management and scheduling as well as QA/QC for project deliverables. Five (5) status meetings throughout the duration of the project have been included.

- B. Conduct a project kick-off meeting with the County to review the scope and schedule of the project and establish the project goals.
- C. Conduct project status update meetings as necessary throughout the duration of the project to review the current project status and maintain a positive project execution.
- D. Monthly invoicing will include a status report, summarizing the work completed during the invoice period, a schedule update and projection of upcoming spending.

TASK 2 – Field Investigation

- A. Review the 2005 SCADA Master Plan. Evaluate the recommendations listed in the plan and identify which have been implemented. Of those that have not been implemented, determine their current viability.
- B. Perform field investigation at the County's primary facilities and a representative sample of remote sites. The recent RTU communication upgrade project and PLC upgrade pilot project have identified many of the PLC and RTU components in the County so the concentration of the field investigation will be on the SCADA system, networking and a cursory investigation of the PLC hardware. The primary facilities are identified as:
 - 1) South Cross Bayou Water Reclamation Facility
 - 2) W.E. Dunn Water Reclamation Facility
 - 3) Keller Water Treatment Plant
 - 4) Regional Water Treatment Plant
 - 5) Logan Pump Station
 - 6) Solid Waste Facility (will include Solid Waste and Industrial Water Treatment Plant)
 - 7) North Booster Station
 - 8) Capri Isle Pump Station
 - 9) Gulf Beach Pump Station
 - 10) Oldsmar Reclaimed Water Intertie
- C. Collect and document information from field equipment and installations. Items investigated and documented will be:

- 1) Existing documentation of SCADA networks, SOPs and automation system installations
 - 2) PLC and RTU hardware
 - 3) Control network protocols
 - 4) Communication devices such as routers, radios, modems
 - 5) Software versions, service packs and licenses
 - 6) Cybersecurity measures
 - 7) General condition of installed automation equipment. This will include a cursory observation of the state of the automation equipment including panels and components for corrosion, wear, moisture, organization, etc.
- D. Collect and review any County documentation pertinent to the SCADA and communication systems. This will include Standard Operating Procedures, system architecture drawings, Management of Change documents and cybersecurity policies.
- E. Assemble the collected information in a technical memorandum (TM) and present this to the County for their review and comment. The TM will be organized by site for easy distribution.

TASK 3 – Workshops

- A. Conduct five (5) workshops with County staff to review collected information, interview staff to establish vision, goals, preferences, and concerns. Workshops will be topic focused to maximize the information collected while minimizing County time. The following workshops will be conducted:
- 1) Director and senior staff goals, vision, growth plans and staffing needs
 - 2) SCADA and interplant communications
 - 3) PLC and RTU Hardware, telemetry and internal plant control networks
 - 4) Cybersecurity and disaster recovery
 - 5) Ancillary System integration (CMMS, Hach WIMS, LIMS, GIS, etc.)
- B. Prior to each workshop an agenda of discussion topics will be distributed so all attendees can be prepared. After completion of

each workshop, minutes will be distributed to the County for review and comment.

TASK 4 – System Analysis and Recommendations

- A. Review the collected information and results of the workshops to determine the current system deficiencies, opportunities for improvement, necessary licensing changes, additional clients and enhancements to increase capabilities.
- B. Perform industry and market research to identify technologies and processes that can be implemented to improve the capability, stability, security and resiliency of the system.
- C. The County's SCADA System has become an important part of monitoring critical infrastructure in the County's utility systems. The CONSULTANT will develop a criticality model for SCADA system components including servers and software, PLC hardware and communications hardware based on the formula: likelihood of failure (LoF) and consequence of failure (CoF). The scoring will follow the County's EAM Team's criteria as much as practical and scoring will be on a scale from 1 to 5 with 5 being the "worst".
- D. Analyze the vulnerability of the SCADA system to sea level rise. Using the recently completed master plans for the facilities and the Reiss Engineering collections system report, the vulnerability of the SCADA system components and their relationship to the 100 year flood level will be evaluated. A list of vulnerable components will be provided with an identification of the vulnerability and potential corrections.
- E. Recommend corrections, modifications, removal and additions to the system to achieve the goals identified in the workshops through methods determined in the system analysis.
- F. Prepare TMs detailing the findings of the field investigation, results of the analysis and recommendations. Prior to issuing the TMs, a meeting to review and discuss them will be held and comments will be incorporated into the final version issued to the County. These TMs will be the beginning of the development of the final master plan report. Six (6) TMs will be developed to cover the various areas of the study. They are:
 - 1) SCADA System
 - 2) PLCs and RTUs

- 3) Communications
- 4) Ancillary Systems
- 5) Cybersecurity
- 6) Staffing

TASK 5 – Master Plan Final Report

- A. Using the six TMs developed in Task 4E as a guide and resource, develop a master plan report to summarize the field investigations, workshops, analysis and recommendations. Included in the report will be a description of the process, the vision and goals of the County, the deficiencies found in the system, the recommendations to fix those deficiencies, and opportunities for improvement and enhancement. The report will be provided to the County for their review and comment.
- B. As part of the master plan report, a prioritized list of projects will be developed to assist the County with budget planning and prioritization to achieve the goals identified for the SCADA system. Projects will be detailed with a summarized scope, budget and estimated implementation timeframe.
- C. Upon completion and acceptance of the final report, McKim & Creed will prepare a presentation for County staff. The presentation will review the project and describe the findings, recommendations and projects to achieve the goals and vision of the County.

TASK 6 – Contingency Allowance

At the COUNTY'S discretion, the Contingency Allowance shall be used to perform additional services beyond the scope of work included herein. Contingency Allowance shall only be used when specifically authorized by the COUNTY.

III. ASSUMPTIONS and CLARIFICATIONS

- A. Collection and documentation of specific part numbers of equipment are not included.
- B. Collection of instrumentation information is not included.

- C. Correction of system documentation (as-built quality) or the research to completely identify all deficiencies therein is not included.
- D. A single review cycle for all documents is assumed and reflected in the prepared fee. The County is requested to assemble all comments into a single file for more efficient review and application.
- E. Five (5) status meetings are included for the duration of the project. Meetings will be scheduled on an as-needed basis.
- F. The prepared fee uses our negotiated rates dated December 16, 2019 and invoicing the project will be as a lump sum. Included with each month's invoice will be a cover letter with percent completion for each major task, scope items completed to date and an updated project schedule.

IV. BUDGET

The proposed budget for this scope of work is attached.

V. PROJECT SCHEDULE

A project schedule will be submitted following the project kick-off meeting and maintained throughout the project. A completion of the project approximately 11 months ARO is anticipated.

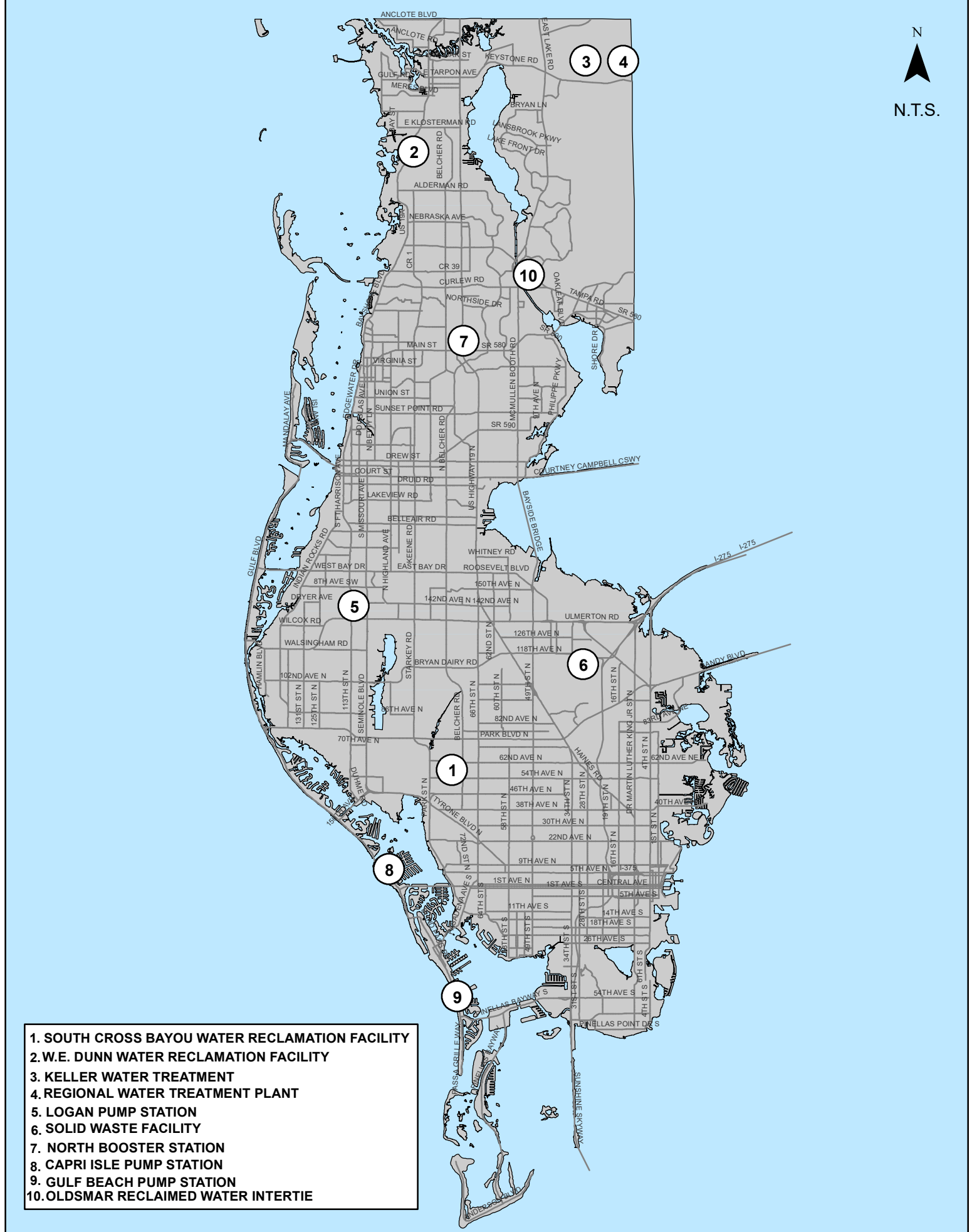
**Pinellas County
SCADA Master Plan
Fee Estimate
MCKIM & CREED MANPOWER AND COSTS
5/27/20**

R3 \$289,008.00

0		Engineering Hours							Subcontractor (Rocha)						
TASK		Regional Manager	Senior Project Manager	Lead Programmer	Programmer	Engineer Intern	Designer II	Senior Project Admin	Labor Sub Total	HMI PLC Prog	Field Tech	Design Eng	Designer CAD	Subcontract Total	Total
Labor Code															
		\$268.00	\$225.00	\$172.00	\$160.00	\$130.00	\$129.00	\$100.00		\$129.00	\$115.00	\$115.00	\$90.00		
1	Project Management, Invoicing, Meetings														
	Kick off meeting	4	4	4					\$2,660					\$0	\$2,660.00
	Periodic status meetings (8)	6	16	8					\$6,584					\$0	\$6,584.00
	Monthly invoicing (12 month project)		12					14	\$4,100					\$0	\$4,100.00
	Project Management		108						\$24,300					\$0	\$24,300.00
									\$0					\$0	\$0.00
									\$0					\$0	\$0.00
									\$0					\$0	\$0.00
	Subtotal Hours	10	140	12	0	0	0	14	176						
	Subtotal Cost	\$2,680	\$31,500	\$2,064	\$0	\$0	\$0	\$1,400	\$37,644					\$0	\$37,644
2	Field Investigation														
	Major facility investigation (4)	4		4					\$1,760		24			\$2,760	\$4,520.00
	Smaller facility investigation (6)			4					\$688		12			\$1,380	\$2,068.00
	Remote Site investigation (10)			4					\$688		10			\$1,150	\$1,838.00
	Documentation review		12						\$2,700					\$0	\$2,700.00
	Cybersecurity investigation		16						\$3,600					\$0	\$3,600.00
	Technical Memo preparation	8	40	8					\$12,520					\$0	\$12,520.00
									\$0					\$0	\$0.00
									\$0					\$0	\$0.00
									\$0					\$0	\$0.00
									\$0					\$0	\$0.00
	Subtotal Hours	12	68	20	0	0	0	0	100	0	46	0	0	\$5,290	\$27,246
	Subtotal Cost	\$3,216	\$15,300	\$3,440	\$0	\$0	\$0	\$0	\$21,956	\$0	\$5,290	\$0	\$0	\$5,290	\$27,246
3	Workshops														
	Director and Senior Staff Workshop & Staffing	6	14	8					\$6,134					\$0	\$6,134.00
	SCADA and interplant comms Workshop		8	10					\$3,520					\$0	\$3,520.00
	PLC, RTU, internal plant and telemetry Workshop		4	6					\$1,932					\$0	\$1,932.00
	Staffing Workshop	0	0						\$0					\$0	\$0.00
	Cybersecurity Workshop	4	8						\$2,872					\$0	\$2,872.00
	Ancillary Systems Integration Workshop		8	6					\$2,832					\$0	\$2,832.00
									\$0					\$0	\$0.00
									\$0					\$0	\$0.00
	Subtotal Hours	10	42	30	0	0	0	0	82					\$0	\$17,290
	Subtotal Cost	\$2,680	\$9,450	\$5,160	\$0	\$0	\$0	\$0	\$17,290					\$0	\$17,290

4	System Analysis and Recommendations														
	Review for system deficiencies		30	24					\$10,878					\$0	\$10,878.00
	Review for improvement opportunities		12	40					\$9,580					\$0	\$9,580.00
	Review for growth requirements	8	16			8			\$6,784					\$0	\$6,784.00
	Sea Level Rise Analysis	8	32						\$9,344					\$0	\$9,344.00
	Industry and market research specific to County system	8	8	8		8			\$6,360					\$0	\$6,360.00
	Identify recommendations		20	16					\$7,252					\$0	\$7,252.00
	SCADA TM Preparation	8	40	8		8			\$13,560					\$0	\$13,560.00
	PLC and RTU TM Preparation	4	16						\$4,672					\$0	\$4,672.00
	Communications TM Preparation	8	40	8		8			\$13,560					\$0	\$13,560.00
	Ancillary Systems TM Preparation	8	50			8			\$14,434					\$0	\$14,434.00
	Cybersecurity TM Preparation	6	32			6			\$9,588					\$0	\$9,588.00
	Staffing TM Preparation	6	32	4		6			\$10,276					\$0	\$10,276.00
									\$0					\$0	\$0.00
									\$0					\$0	\$0.00
									\$0					\$0	\$0.00
	Subtotal Hours	64	328	108	0	52	0	0	552					\$0	\$116,288
	Subtotal Cost	\$17,152	\$73,800	\$18,576	\$0	\$6,760	\$0	\$0	\$116,288					\$0	\$116,288
5	Master Plan Final Report														
	Assemble Master Plan Report from TMs		60						\$13,500					\$0	\$13,500.00
	Prepare Project List, scopes and schedules	8	40	8					\$12,520					\$0	\$12,520.00
	Research and prepare project budgets	8	40	8					\$12,520					\$0	\$12,520.00
	Revise report after County input		40						\$9,000					\$0	\$9,000.00
	Prepare and give presentation		80						\$18,000					\$0	\$18,000.00
									\$0					\$0	\$0.00
									\$0					\$0	\$0.00
	Subtotal Hours	16	260	16	0	0	0	0	292					\$0	\$65,540
	Subtotal Cost	\$4,288	\$58,500	\$2,752	\$0	\$0	\$0	\$0	\$65,540					\$0	\$65,540
6	Contingency Allowance														
	Contingency Allowance								\$0.00					\$0.00	\$0.00
									\$0.00					\$0.00	\$25,000.00
									\$0.00					\$0.00	\$0.00
									\$0.00					\$0.00	\$0.00
									\$0.00					\$0.00	\$0.00
									\$0.00					\$0.00	\$0.00
									\$0.00					\$0.00	\$0.00
									\$0.00					\$0.00	\$0.00
									\$0.00					\$0.00	\$0.00
	Subtotal Hours	0	0	0	0	0	0	0	0					\$0	\$25,000
	Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0					\$0	\$25,000
	Total Hours	112	838	186	0	52	0	14	1202					\$5,290	\$289,008
	Total Cost	\$30,016	\$188,550	\$31,992	\$0	\$6,760	\$0	\$1,400	\$258,718					\$5,290	\$289,008

TASK MANPOWER AND COSTS SUMMARY		
1	Project Management, Invoicing, Meetings	\$37,644.00
2	Field Investigation	\$27,246.00
3	Workshops	\$17,290.00
4	System Analysis and Recommendations	\$116,288.00
5	Master Plan Final Report	\$65,540.00
6	Contingency Allowance	\$25,000.00
Total Hours		\$289,008.00
Total Hours		1202



N.T.S.

- 1. SOUTH CROSS BAYOU WATER RECLAMATION FACILITY
- 2. W.E. DUNN WATER RECLAMATION FACILITY
- 3. KELLER WATER TREATMENT
- 4. REGIONAL WATER TREATMENT PLANT
- 5. LOGAN PUMP STATION
- 6. SOLID WASTE FACILITY
- 7. NORTH BOOSTER STATION
- 8. CAPRI ISLE PUMP STATION
- 9. GULF BEACH PUMP STATION
- 10. OLDSMAR RECLAIMED WATER INTERTIE

SCADA SYSTEM MASTER PLAN UPDATE

EXHIBIT "B"
PINELLAS COUNTY
SCADA MASTER PLAN
SCHEDULE OF RATES
DECEMBER 16, 2019

Classification	Hourly Rate
Principal	\$255.00
Regional Manager	\$268.00
Engineering Manager	\$238.00
Senior Project Manager	\$225.00
Project Manager	\$177.00
Technical Specialist III	\$158.00
Technical Specialist II	\$144.00
Technical Specialist I	\$131.00
Senior Engineer / Project Engineer IV	\$212.00
Project Engineer III	\$195.00
Staff Engineer / Project Engineer II	\$165.00
Engineer Intern	\$130.00
Lead Programmer (Sr SCADA Programmer)	\$172.00
Programmer (SCADA Programmer)	\$160.00
Field Technician (Non-degreed)	\$115.00
Designer III	\$140.00
Designer II	\$129.00
Designer I	\$101.00
Sr. CAD Technician (Non-degreed)	\$90.00
CAD Technician (Non-degreed)	\$76.00
Sr. Project Administrator	\$100.00
Project Administrator	\$90.00
Administrative Assistant	\$74.00
Construction Manager	\$163.00
Sr. Construction Administrator	\$133.00
Sr. Project Representative	\$133.00
Project Representative	\$104.00

1365 Hamlet Avenue

Clearwater, FL 33765

727.442.7196.

Fax 727.461.3827

www.mckimcreed.com

Billing rates represent the fully burdened hourly rates by employee classification including all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be invoiced in accordance with Florida Statutes.



Rocha Controls - Municipal and Industrial Control Systems

5025 Rio Vista Ave

Tampa, FL 33634

813-628-5584 ph 813-664-6713 fax

www.rochacontrols.com

December 16th, 2019

Mike Stoup, PE
McKim & Creed
1365 Hamlet Avenue
Clearwater, FL 33756

Re: Rocha Controls Standard Rates
Pinellas County SCADA Master Plan

Mike:

Rocha Controls will provide miscellaneous SCADA, Instrumentation and Control System Engineering services as directed for design, documentation, program modification/additions, etc. The rates for these services will be as follows.

<u>Labor and Related Expenses</u>		<u>Rate</u>
Designer/CAD	(per hour)	\$90
Design Engineer	(per hour)	\$115
Field Technician	(per hour)	\$115
HMI/PLC Programmer	(per hour)	\$135

For Questions on this quotation please call Raymond Rocha at 813-267-3235 or email rocha@rochacontrols.com.

Sincerely,

Raymond Rocha
President

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. INSURANCE:

- a) If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires, or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date
 - (1) Consultant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - (2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Consultant and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Consultant to the same extent Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Consultant to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Consultant 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 Consultant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Consultant, 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 Consultant to be in default and take such other protective measures as necessary.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Consultant and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

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

(3) Professional Liability (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", Consultant 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	\$ 5,000,000
General Aggregate	\$ 5,000,000

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.

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