



BOARD OF COUNTY COMMISSIONERS

DATE: February 26, 2013

AGENDA ITEM NO. 10

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Final Negotiated Agreement - Professional Services - Upgrade Jail Campus Infrastructure Phase 1 - Design Criteria Package
Contract No. 112-0479-NC(RM)

Department:

Real Estate Management / Purchasing

Staff Member Responsible:

Paul Sacco / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED AGREEMENT FOR PROFESSIONAL SERVICES - UPGRADE JAIL CAMPUS INFRASTRUCTURE PHASE 1 - DESIGN CRITERIA PACKAGE WITH DEWBERRY ARCHITECTS, INC. (DEWBERRY), ORLANDO, FLORIDA.

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION OF THE AGREEMENT THE CHAIRMAN SIGN AND THE CLERK ATTEST.

Summary Explanation/Background:

On November 20, 2012, the Board, in accordance with the County's Consultant Competitive Negotiation Act (CCNA) procedures, approved the selection of Dewberry to provide professional services to develop a design criteria package for the purpose of initiating the design build delivery of the Jail Campus Upgrade (Infrastructure) - Phase 1. A design criteria package is a compilation of information relative to the design and construction requirements that clearly define the criteria essential to ensure that the project is designed and constructed to meet the needs of the owner.

The Board further authorized staff to proceed to negotiate a final contract which is now presented for consideration. Utilizing the current Pinellas County Jail Campus Master Plan that was completed in March, 2010, as the framework, an updated Master Plan and phasing will be prepared to respond to a broad range of performance objectives including but not limited to: improved and recurring operating cost savings, effective facility infrastructure; improved safety strategies; improved security; and efficient jail operations.

The selected Design Professional (DP), under the management of the Real Estate Management Building Design and Construction Division, will work in collaboration with Pinellas County Sheriff Jail Commanders to complete an assessment of the current jail campus operations and existing facilities. More specifically, the purpose and primary deliverable of this engagement is for the DP to provide the County with a design criteria package which will be used for the basis of design when the County advertises the Design Build project for the construction of Phase 1.

Fiscal Impact/Cost/Revenue Summary:

The design criteria project budget estimate not to exceed: \$2,798,739.00

Funding for this project will be derived from the Capital Improvement Program Infrastructure Sales Tax (Penny for Pinellas), Court and Jail Projects.

Exhibits/Attachments:

Contract Review
Agreement
Project Financial Overview



PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL

CATS
NO.: 4/262

PROJECT: Upgrade Jail Campus Infrastructure Phase 1 – Design Criteria Package

RFP NUMBER: 112-0479-NC(RM)

REQ. NUMBER:

TYPE: ☐ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages:

PRODUCT ONLY ☐

This is an annual contract.

Estimated Expenditure: NTE \$2,798,739.00

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Ass't. Director R McKenzie PA	1/22/13	[Signature]	Please review all documents for requested changes	
2.	REM Paul Sacco, Director Tom Borawski Mark Pistillo	1/24/13 1/24/13 1/23/13	PS TJB MD		

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want RFPs mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	1/24/13	VEH	Design Build Contractor will ultimately be responsible for design	HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	1/29/13	CBW		
5.	Legal Attn: Jason Ester	2/5/13	[Signature]		
6.	Asst. County Administrator				
7.	Asst. County Administrator Attn: M. Woodard	2/6/13	[Signature]	-> See comments.	

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Ruby McKenzie at Extension 4-3795
In order to meet the following schedule, please return your requirements to Purchasing by: Jan 29, 2013

TENTATIVE DATES

RFP Mail Out:
RFP Opening:
BCC Approval: 2/26/2013

*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*



AGREEMENT FOR DESIGN CRITERIA PACKAGE PROFESSIONAL SERVICES

FOR

UPGRADE JAIL CAMPUS INFRASTRUCTURE PHASE 1

Contract No.: 112-0479-NC

DEWBERRY ARCHITECTS INC.

AGREEMENT PREPARED BY

REAL ESTATE MANAGEMENT DEPARTMENT

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SECTION 1 INTENT OF AGREEMENT

**AGREEMENT FOR DESIGN CRITERIA PACKAGE PROFESSIONAL SERVICES
FOR UPGRADE JAIL CAMPUS INFRASTRUCTURE PHASE 1**

THIS AGREEMENT, entered into on the 26th day of February, 2013, 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 Dewberry Architects Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY acknowledges the need to provide a design criteria package and services for the County's Upgrade Jail Campus Infrastructure Phase 1, the aforementioned improvements being referred to as the PROJECT; and

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES requisite to the development of the design criteria package; and

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

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 which may reasonably be judged to have an impact on the PROJECT, 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 documents. The CONSULTANT shall provide the following professional architectural, engineering, and other applicable services, as required, to prepare a complete Design Criteria Package and services for the Upgrade Jail Campus Infrastructure Phase 1.

The scope of work for this project is the preparation of a Design Criteria Package and services for the Upgrade Jail Campus Infrastructure Phase 1.

In consideration of the Design Criteria Package, the CONSULTANT shall take into account the existing facilities and possible future facilities, their intended uses, and services to the users and public, all within the defined area of land available to the PROJECT. The Design Criteria Package will validate and update the recommendations made by Ranon & Partners, Inc. Architects and Kimme & Associates, Inc. for the Pinellas County Jail Complex Master Plan and will incorporate the following departments: Real Estate Management and the Sheriff's Office in the initial phase of development of the Master Plan and will address future additions to the Master Plan as identified during the programming stage of the development of the Design Criteria Package for the PROJECT.

The Design Criteria Package for the PROJECT shall identify, define and describe in detail the specific requirements for the design, construction, phasing, scheduling and cost of the facilities. The Design Criteria Package shall identify and describe the levels of wind performance criteria for the various building components of the PROJECT.

This PROJECT will require architectural, civil/site engineering, landscape design, telecommunications, security, kitchen, dining, acoustical, audio visual, electrical, lighting, structural, mechanical, plumbing, fire protection, building automation and cost estimating services.

2.2 PROJECT PHASES

The CONSULTANT will complete the PROJECT in the phases as described below. Specific services to be provided are described in Section 3.

Phase 1 – Design Criteria Phase

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 of its subconsultants, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this AGREEMENT; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel

engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

- D. The CONSULTANT shall endorse all reports, calculations, contract plans and survey data. Services shall be prepared under the direction of an architect/engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered architect/engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, 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'S PROJECT MANAGER and all affected user agencies.

2.4.2 All design data, plans, and drawings shall be delivered on a CD formatted to .DXF or .DWG utilizing the latest AutoCAD Release and PDF format; as well as providing hard copies of plans and drawings. All specifications and other documents shall be delivered on a CD in PDF format, as well as the reproducible hard copies.

2.4.3 Three (3) CDs and three (3) 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, which the COUNTY'S PROJECT MANAGER may declare unacceptable.

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards and in strict accordance with jurisdictional authorities applicable to the PROJECT. 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

Professional services shall be provided by the CONSULTANT as required for a detailed and complete Design Criteria Package in accordance with the architectural/engineering proposal submitted by Dewberry Architects Inc., and attached as Exhibit A shall include but not be limited to the following:

3.1 DESIGN CRITERIA PHASE

3.1.1 Review of latest Master Plan

3.1.2 Existing Data Gathering/Research

3.1.3 Existing Site Analysis

3.1.4 Programming & Space Needs Assessment

3.1.5 Proposed update(s) to latest Master Plan

3.1.6 Schematic Design

3.1.7 50% Design Development including materials, systems, & performance criteria

3.1.8 Preliminary application reviews with jurisdictional permitting authorities

The CONSULTANT shall prepare Design Criteria Package consisting of concept drawings, performance specifications and other documents illustrating the scale and relationship of the PROJECT components. The Design Criteria Package shall include, but not be limited to, the following: legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, construction budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements applicable to the project.

The CONSULTANT shall meet with COUNTY to review the Design Criteria Package and the COUNTY'S comments. Directions for items to be included in the final Design Criteria Package will be identified.

The CONSULTANT shall provide a record memorandum for the COUNTY'S approval. The Design Criteria Package Phase shall be deemed completed when the review meeting record memorandum action items have been addressed by the CONSULTANT.

3.2 PROVISIONS RELATED TO ALL PHASES

3.2.1 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 codes, ordinances, and utility regulations.

3.2.2 The CONSULTANT will coordinate work designed by various disciplines.

3.2.3 The CONSULTANT will furnish check prints for every project phase, including three (3) sets at the 50% point of each phase and at every PROJECT phase completion.

3.2.4 The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the design criteria documents.

- a. Three (3) copies of the design notes and computations shall be submitted to the COUNTY with the design criteria review plans. When the plans are submitted for final review, the design notes and computations corrected for any COUNTY comments shall be resubmitted. At the PROJECT completion, a final set of the design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the record set of criteria documents.

b. The design notes and calculations shall include, but not be limited to, the following data:

- 1) Design criteria used for the PROJECT.
- 2) Lighting calculations.
- 3) Structural calculations.
- 4) Drainage calculations.
- 5) Acoustical calculations.
- 6) HVAC calculations.
- 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
- 8) Calculations showing probable cost comparisons of various alternatives considered.
- 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
- 10) Other PROJECT-related correspondences as appropriate.

3.2.5 Each set of plans for the PROJECT shall be accurate, legible, complete in design, intent and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished in a format which is acceptable to the COUNTY.

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

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

3.2.8 Other CONSULTANT responsibilities shall be as listed below:

- a. Provide necessary sealed drawings to obtain building permits or any utility permit.

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

3.2.10 All work prepared and/or submitted shall be reviewed and checked by a CONSULTANT (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Design Professional in responsible charge.

3.3 PERMIT APPLICATIONS AND APPROVALS

3.3.1 The CONSULTANT shall prepare all applicable permit applications, data and drawings required for submittal BY THE COUNTY for approval of local, state and federal agencies for the advancement of the Master Plan, and Design Criteria Documentation.

3.4 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

3.4.1 The CONSULTANT shall proactively meet with the various utility services agencies; review, research, and program their requirements; and coordinate them into and with the PROJECT design.

3.4.2 The CONSULTANT shall investigate PROJECT site drainage; proactively meet with any city or drainage district that may be affected by or have an effect on the PROJECT; program their requirements; and coordinate them into and with the PROJECT design.

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the PROJECT design, which the COUNTY may have in its possession.

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 design activities, the COUNTY will conduct with the CONSULTANT a pre-design conference for the purpose of discussing issues relative to the PROJECT, plans preparation and submittal procedures and to convey to the CONSULTANT such items provided for under Section 4 as may be required and available at that time.

5.2 The CONSULTANT shall make presentations to the COUNTY'S PROJECT MANAGER as often as 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 scheduled PROJECT meetings and conferences with COUNTY staff personnel. The meetings will be scheduled by either the CONSULTANT or the COUNTY at a location mutually agreed to by both parties.

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

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

SECTION 6 PAYMENT GUIDELINES AND CATEGORY OF SERVICES

6.1 BASIC SERVICES

The services described and provided for under Sections 2, 3 and 4 shall constitute the Basic Services to be performed by the CONSULTANT under this Agreement.

6.2 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S PROJECT MANAGER, the CONSULTANT shall furnish services resulting from unforeseen circumstances or requirements 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.

6.3 ADDITIONAL SERVICES

When executed by the 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.

6.4 INVOICING

The CONSULTANT may submit invoices for fees earned on a monthly basis in accordance with the attached EXHIBIT A PROPOSAL. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase. The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. §218.70 et. seq.

Fees for contingent or additional authorized services shall be invoiced separately. A copy of prior written authorization by the COUNTY's PROJECT MANAGER shall be attached to the invoice. The invoice shall be due and payable upon approval by the COUNTY'S PROJECT MANAGER.

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 For the BASIC SERVICES provided for in this AGREEMENT, as defined in Section 3, the COUNTY agrees to pay the CONSULTANT as follows:

- A. A total fee of Three hundred eleven thousand, seventy five dollars and 00/100 Dollars (\$311,075.00) for Programming
- B. A total fee of Six hundred eighty-six thousand, one hundred sixty-three dollars and 00/100 Dollars (\$686,163.00) for Master Planning.
- C. A total fee of One million, six hundred one thousand, five hundred one dollars and 00/100 Dollars (\$1,601,501.00) for Criteria Design – Phase 1 Infrastructure.

The above fees shall constitute the total not to exceed amount of Two million, five hundred ninety-eight thousand, seven hundred thirty-nine dollars and 00/100 Dollars (\$2,598,739.00) to the CONSULTANT for the performance of the Basic Services.

7.2 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 Two hundred thousand dollars and 00/100 Dollars (\$200,000.00) for all assignments performed.

7.3 Total AGREEMENT amount not to exceed Two million, seven hundred ninety-eight thousand, seven hundred thirty-nine dollars and 00/100 Dollars (\$2,798,739.00).

7.4 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. As previously noted in Section 6.3, services that exceed the total dollar limit of this AGREEMENT must be approved by the Board of County Commissioners.

7.5 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 insure 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 The Design Criteria Phase submittal shall be submitted to the COUNTY within fifteen months from the date of the Design Criteria Phase "NOTICE TO PROCEED."

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 Real Estate Management or designee.

9.2 The ADDITIONAL services provided for under this AGREEMENT shall be performed only upon approval of the 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 sub consultants, and to reject any sub consultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged.

SECTION 11 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this AGREEMENT, including services to be provided by subcontractors, shall be performed to the reasonable satisfaction of the COUNTY'S Director of Real Estate Management 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,

subcontractor 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.

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 three (3) 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 may use any or all of these documents at their discretion to construct the PROJECT on the established site outlined in the design documents. The COUNTY shall not reuse any design plans or specifications to construct another project (in addition to the original PROJECT) at the same or a different location without the CONSULTANT'S specific written verification or adaptation or approval.

SECTION 15 INSURANCE COVERAGE AND INDEMNIFICATION

15.1 The CONSULTANT shall procure, pay for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the COUNTY of one (1) certificate of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the COUNTY, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy including all endorsements. The insurance requirements shall remain in effect throughout the term of the AGREEMENT.

15.1.1 Workers' compensation in at least the Limits as required by law; Employers' Liability Insurance of not less than \$500,000 for each accident.

(A) Workers' Compensation Insurance

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

15.1.2 Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises-Operations, Products/Completed Operations, and Personal Injury covering the liability assumed under indemnification provisions of this AGREEMENT, with limits of liability for personal injury and/or bodily injury, including death of not less than

Limits

General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

15.1.3 Professional Liability Insurance (including Errors and Omissions) 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", Contractor 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

General Aggregate	\$ 1,000,000
Each Occurrence or Claim	\$ 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.

15.1.4 Comprehensive Automobile and Truck covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Per Accident	\$1,000,000
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15.2 Each insurance policy shall include the following conditions by endorsement to the policy:

15.2.1 Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to COUNTY by certified mail to: Director of Real Estate Management, 509 East Avenue South, Clearwater, FL 33756, and the Director of Risk Management at 400 South Ft. Harrison Avenue, Clearwater, FL, 33756. CONSULTANT shall also notify COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said CONSULTANT from its insurer; and nothing contained herein shall absolve CONSULTANT of this requirement to provide notice.

15.2.2 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 CONSULTANT.

15.2.3 The term COUNTY in this Section 15 shall include the Board of County Commissioners, all its members, its officers, and employees while acting on behalf of Pinellas County.

15.2.4 Pinellas County shall be endorsed to the required policy or policies as an additional insured, exclusive of Professional Liability Insurance and Workers' compensation Insurance.

15.2.5 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY to any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature.

The CONSULTANT hereby waives subrogation rights for loss or damage against the COUNTY.

15.3 To the maximum extent permitted by Florida law, the CONSULTANT shall defend, indemnify and hold harmless the COUNTY, its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, whether resulting from any claimed breach of this AGREEMENT by the CONSULTANT or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT or anyone employed or utilized by the CONSULTANT in the performance of this AGREEMENT.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this AGREEMENT until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

**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 contractor in performing under the terms of this AGREEMENT, and it is not acting as an employee of Pinellas 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 limited 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 Pinellas 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 fifteen months from date of award, unless terminated at an earlier date under other provisions of this AGREEMENT, or unless extended for a longer term by amendment to the contract.

**SECTION 24
CONFLICT OF INTEREST**

24.1 By accepting award of this AGREEMENT, 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 AGREEMENT, the County Administrator or designee may cancel this AGREEMENT, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

**SECTION 25
EXTENT OF AGREEMENT**

This AGREEMENT represents, together with all Exhibits, 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**

The CONSULTANT is directed to the Florida Public Entity Crimes Act, section 287.133, Florida Statutes, specifically section 2(a), and the COUNTY'S requirement that the CONSULTANT comply with it in all respects prior to and during the term of the Contract.

**SECTION 27
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.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name: JAMES BEKATT

Title: SENIOR PRINCE Date: _____

By: _____

Chairman

Date: _____

ATTEST:

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Print Name: CRAIG N. THOMAS

Title: SECRETARY Date: 2/11/2013

By: _____

Deputy Clerk

Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 

Office of the County Attorney

EXHIBIT A: PROPOSAL



Dewberry Architects Inc.
(Formerly PSA-Dewberry Inc.)
401 SW Water Street, Suite 701
Peoria, IL 61602-1530
309-282-8000
3039.282.8001 fax
www.dewberry.com

Mark Pistillo
Senior Project Manager
Pinellas County Building and Design Division
Pinellas County Real Estate Management Department
509 East Avenue S., Clearwater, FL 33756

RE: Professional Services – Upgrade Jail Campus Infrastructure Phase 1 – Design Criteria Package
CONTRACT NO.: 112-0479-CN(RM)

Dear Mr. Pistillo,

On behalf of the entire Dewberry Team we are very pleased and thankful to have been selected as the Design Criteria Professional for the Pinellas County "Upgrade Jail Campus Infrastructure Phase 1 – Design Criteria Package". We understand the magnitude of the project as well as the importance and timeliness of for completion. In collaboration with yourself and the Pinellas County Sheriff's Department, our team is prepared to meet the goals and challenges that lie ahead. Outlined below is our understanding of the Scope of Service to be provided to Pinellas County for completion of Phase 1.

Project Understanding

Pinellas County wants to develop a "Design Criteria Package" for Phase I, of several future phases, which will initiate the most appropriate long term development of their County Jail Campus. The "Design Criteria Package" will be thoroughly analyzed and prepared with sufficient detail to define the design intent to qualified Design Build Teams. The "Design Criteria Package" is to be delivered to Pinellas County, from Dewberry Architecture, Inc., November 2013.

The scope of work to be included in the Phase I "Design Criteria Package" will be the product of an extensive and comprehensive analysis of the Master Planning efforts. As such, it will be important for the Master Plan efforts to develop in sufficient detail the future phases of the County Jail Campus, to give clarity and purpose to the initial Phase I and its interface with the implementation of all future phases.

Dewberry Architecture, Inc., with their consultants, will; utilize to the maximum extent possible, all prior Reports, Drawings and other available information, to not duplicate any efforts already made by Pinellas County to updating the final development of either the "Design Criteria Package" or the "Master Plan". In doing so, numerous comprehensive workshops and meetings will take place throughout each phase with the various County Officials, key stakeholders, including the Board of County Commissioners'; with strategically scheduled formal stakeholder presentations along major milestones.

The following Scope of Services is the Professional Services Dewberry Architecture, Inc. believes necessary to complete our understanding of the project.

Basic Scope of Design Services:

Programming:

\$311,075

- Data gathering and research.
- Comprehensive workshops and meetings with the Sheriff's Department, various County Officials, key stakeholders, including the Board of County Commissioners'.
- Program meetings for validation/confirmation of the existing program report.
- Validate/Update Existing Space Needs Program.
- Validate/Update inmate bed needs and classifications.
- Develop levels of classification and related housing types, per approved inmate bed needs.
- Develop space bed needs for phase 1 and future phases.
- Provide revised program for Phase 1 and Master Plan based on outcome of validation.
- All associated administration and deliverables.

Master Planning:

\$686,163

- Data gathering and research.
- Review of latest Master Plan.
- Confirm/Revise project goals as necessary.
- Comprehensive workshops and meetings with the Sheriff's Department, various County Officials, key stakeholders, including the Board of County Commissioners'.
- Research "Lessons Learned" from other jurisdictions with similar population and Environmental issues (Orleans Parish, LA., Polk County, FL., Charlotte County, FL., and Monroe County, FL).
- Develop Physical and 3D models of existing site conditions as a tool for future planning and presentations.
- Based on revised program assumptions in task above; provide a detailed Master Plan locating key infrastructure, building locations, security thresholds, exterior and interior circulation, housing pod configurations, priorities and phasing parameters. In order to accomplish this task, we assume that will need to include at a minimum conceptual layouts and organizational strategies for all phases of the Master Plan:
 - Security Design.
 - All Phase 1 Infrastructure (as itemized below).
 - Infrastructure expansion requirements through duration of phased development.
 - All long term Inmate Housing.
 - Kitchen, Laundry, and Energy Plant extent.
 - Future phasing requirements.
- Schematic Design of elements critical to defining the interface between Phase 1 and future phases will be included in the Master Plan scope of services. As an example, the utility needs, inmate movement, and delivery of services of future phases will need to be understood at a schematic level in order to best plan Phase 1.
- Civil: Phased building Improvements, Site Infrastructure Phasing.
- All associated administration, estimating, and deliverables.

Criteria Design – Phase I Infrastructure:

\$1,601,501

- Comprehensive workshops and meetings with the Sheriff's Department, various County Officials, key stakeholders, including the Board of County Commissioners'
- Level of completeness for Criteria Documents of phase 1 will be 50% Design Development level Contract Documents as outlined in the AIA Document *B101 - Standard Form of Agreement between Owner and Architect*.
- Final Design and Scope of Criteria Package (Site, Buildings, and Phasing) will be determined and based on outcomes of the previous major tasks outlined above (Programming and Master Planning).
- Civil Engineering:
 - 50% Design Development.
 - SWFWMD Permitting –for "Preliminary Approval".
 - USACOE "Preliminary Mitigation Approval Processing".
 - Pinellas County Preliminary Site Plan - Site Plan processing to define planning and zoning site constraints.
 - Topographic survey of Phase I limits of improvements.
 - Locating of subsurface utilities of Phase I improvements.
 - FQD Development Order investigation.
 - City of Largo sewer main and easement investigation.

Contingency of \$200,000 is included per your discretion.

Mr. Pistillo, the above outlines the Dewberry Team's scope on what we believe is necessary to complete and meet the goals of this extremely important and exciting project for the County. We enthusiastically are pleased to submit a total fee of \$2,798,739 for the Pinellas County "Upgrade Jail Campus Infrastructure Phase 1 – Design Criteria Package". We look forward to the next steps to begin our endeavor with Pinellas County and the Sheriff's Department.

Should you have any questions or comments please contact me at your earliest convenience.

Sincerely,

Dewberry Architects Inc.


Gerald P. Guerrero, AIA

Principal

Director of Corrections



**PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP)
PROJECT FINANCIAL OVERVIEW**

1. Construction Phase:



2. Date: 17 January 2013

3. Contract Review:



*2/26/13
JLM*

4. Title: 2331 Detention Support Improvements

5. Anticipated Scope and Description: This project entails the upgrade of Jail campus infrastructure to include demolition, utility distribution and assessment of food service and laundry facilities.

6. YEAR OF CONSTRUCTION START: FY 13

FY13		
7. PROJECT BUDGET:	Appropriation	Multi-Year Plan
Professional Services (Architectural/Engineering/Consulting)	\$ 3,000,000	\$ 5,700,000
Land/Right of Way/Building Acquisitions	\$	\$
Construction:	\$	\$ 117,440,000
Testing	\$	\$
Other: Inter-local Agreement Payments, Misc. Materials, etc.	\$ 200,000	\$ 5,500,750
TOTAL F	\$ (1) 3,200,000	\$ (2) 128,640,750

8. FINANCIAL RESOURCES:

Penny for Pinellas Sales Tax:	\$ 128,640,750
Local Option Gas Tax:	\$
Transportation Impact Fees:	\$
Grant(s):	\$
Reimbursements:	\$
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):	\$
Other: General Fund Allocation	\$
TOTAL FINANCIAL RESOURCES	\$ (2) 128,640,750

9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽³⁾

Fiscal Year:	FY 21
New Positions:	
Number:	N/A
Type:	N/A
Total Est. Fiscal Impact (Personal Services, Operating Expenses)	\$ (3) N/A

(1) Amount represents FY13 approved budget.

(2) Amount represents FY12- FY20 appropriation, including \$91,273 in anticipated funds to be restated.

(3) Maintenance and operating expenses projected in 2021 dollars.