



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** September 5, 2013

**AGENDA ITEM NO.** 16

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature**

**Subject:**

Approval of First Amendment to the Agreement – Mechanical/Electrical Professional Engineering Services  
Contract No. 090-0247-CN(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 FIRST AMENDMENT TO THE AGREEMENT FOR MECHANICAL/ELECTRICAL PROFESSIONAL SERVICES WITH EACH OF THE FOLLOWING FIRMS ON A CONTINUING BASIS AT THE SAME TERMS AND CONDITIONS WITH RENEGOTIATED RATES.

1. A. J. SANCHEZ CONSULTING ENGINEERS, INC., TAMPA, FLORIDA
2. ENGINEERING MATRIX, INC., ST. PETERSBURG, FLORIDA
3. HAHN ENGINEERING, INC., TAMPA, FLORIDA
4. LONG & ASSOCIATES ARCHITECTS/ENGINEERS, INC., TAMPA, FLORIDA

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE FIRST AMENDMENT AND THE CLERK ATTEST.

**Summary Explanation/Background:**

This request for the First Amendment to the agreement for mechanical and electrical professional engineering services will grant a term extension for an additional twelve (12) months to this continuing contract. This contract is utilized to assist in bringing to completion numerous projects identified in the County's Capital Improvement Program (CIP).

The Board was advised at the time of approval of the final negotiated agreements that the contract term could be extended for two (2) additional twelve (12) month periods beyond the primary contract period pending the right to re-negotiate rates based on market conditions at the time of the extension. The current agreements were evaluated by staff and re-negotiated to be consistent with other County Consultant Competitive Negotiation Act contracts. Negotiations yielded the removal of reimbursable expenses and the requirement of five percent (5%) markup for sub-consultant services with all four (4) consulting firms. These revisions to the contract will result in savings for the County as the hourly rates provided are now fully encumbered, including reimbursable expenses, and the five percent (5%) markup for sub-consultant services has been removed as a contract requirement.

While this contract was initiated by the Real Estate Management (REM), it may be utilized by all departments and agencies including, but not limited to, the Department of Environment and Infrastructure (DEI) Engineering and Technical Support Division and the St. Pete/Clearwater International Airport.

The present vendor's services have been satisfactory. Therefore, it is recommended that the first amendment and term extension be exercised. The new term would be effective 9/7/2013 thru 9/6/2014.

Previous actions associated with this contract in reverse chronological order are:

- September 7, 2010 Approval of Final Agreement by Board of County Commissioners

The County Administrator has delegated authority to increase the upset limits of contract purchase orders associated with these agreements as long as the negotiated rates remain the same.

**Fiscal Impact/Cost/Revenue Summary:**

Funding will be provided with CIP funds.

The budget for FY 2013 thru FY 2014 is estimated at \$680,000.00 for a number of projects

**Exhibits/Attachments:**

Contract Review  
First Amendments



**PURCHASING DEPARTMENT  
CONTRACT REVIEW TRANSMITTAL**

**CATS  
NO.:**  
42920

**PROJECT:** Mechanical/Electrical Professional Engineering Services – First Amendment – term extension

**BID NUMBER:** 090-0247-CN (RM)

**REQ. NUMBER:**

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

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)**

**RISK MANAGEMENT:** Please enter required liability coverage on pages: See Section C attached **PRODUCT ONLY** ☐  
This is an annual contract. Good Faith Estimate Expenditure from Department: 12 months x 4 consultants x \$170,000.00 = Total \$680,000

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. Joseph Lauro, Director Candy Mancuso, Asst. Director Ruby McKenzie, Sr. PA	8/5/13	<i>[Signature]</i>	Agreements prepared by legal and sent to vendors for signature.	
2.	Using Department Paul Sacco	8/6/13	<i>[Signature]</i>		
3.	Risk Management Attn: Virginia Holscher (Check applicable box at right)	8/6/13	VE H	ins in original	HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	8/8/13	<i>[Signature]</i>		
5.	Legal: Miles Belknap – forward To Mark Woodard after your review	8/8/13	MB	RM → see blue tab	<i>[Signature]</i>
6.	Executive Director:		N/A		
7.	Asst. County Administrator/Chief of Staff Attn: Mark Woodard	8/9/13	<i>[Signature]</i>	Isn't this a delegated item: term extension with same fee	<i>[Signature]</i>

**\*\*RETURN ALL DOCUMENTS TO PURCHASING\*\***

Make all inquiries to: Ruby McKenzie, CPPB Sr. Procurement Analyst at Extension 43795

In order to meet the following schedule, please return your requirements to Purchasing by: RUSH

Revised 7-2013

**TENTATIVE DATES**

Legal Ad-BID/RFP Mail Out: TBD  
BID/RFP Opening:  
Board/County Admin/Purchasing Director Approval:

**FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANTING SERVICES  
FOR REAL ESTATE MANAGEMENT DEPARTMENT**

This Amendment made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and A. J. Sanchez, Consulting Engineers, Inc., Tampa, FL, hereinafter referred to as "Consultant,"

**WITNESSETH:**

WHEREAS, the County and the Consultant entered into an agreement on September 7, 2010, pursuant to Pinellas County Contract No. 090-0247-CN (AM) (hereinafter "Agreement") pursuant to which the Consultant agreed to provide Professional Consulting Services for County; and

WHEREAS, Section 23, paragraph 24.2, of the Agreement provides for two (2) additional twelve (12) month term extension(s) under the same terms and conditions; and

WHEREAS, Section 25 of the Agreement provides for amendment of the agreement by written instrument signed by both the County and the Consultant; and

WHEREAS, the County and the Consultant now wish to exercise this First Term Extension; and

WHEREAS, the County and the Consultant now wish to amend the terms of the agreement to reduce the compensation to the Consultant as provided in Section 6 of the Agreement;

NOW THEREFORE, in consideration of the above and mutual covenants contained herein the parties agree that the Agreement is amended as follows:

1. The Agreement is hereby extended pursuant to Section 23, paragraph 24.2, thereof, effective beginning September 7, 2013 and continuing for twelve (12) months from that date unless terminated or canceled as provided therein.

2. The language in Section 6 Compensation to the Consultant, Paragraph 7.1 (B) is amended as follows:

Section 7.1 (B) (1) (b) is removed;

Section 7.1 (B) (1) (c) is removed;

Section 7.1 (B) (1) (d) is removed;

Section 7.1 (B) (1) (e) is redesignated as (b).

Section 7.1 (B) (2) is amended to remove the following language from the first sentence: "plus five percent (5%)."

3. Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

*{Signature page follows}*

IN WITNESS WHEREOF the parties herein have executed this First Amendment to the Agreement for Professional Consultanting Services for Real Estate Management Department pursuant to Contract No. 090-0247-CN (AM) as of the day and year first written above.

Consultant:

PINELLAS COUNTY, FLORIDA  
by and through its  
Board of County Commissioners



\_\_\_\_\_  
President (signature)

Philip J. Feikens

\_\_\_\_\_  
President (printed name)

\_\_\_\_\_  
Chairman

ATTEST:

By: Associate  
(Attesting Witness' name/title)

ATTEST:  
KEN BURKE

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

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

**FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANTING SERVICES  
FOR REAL ESTATE MANAGEMENT DEPARTMENT**

This Amendment made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and Engineering Matrix, Inc., St. Petersburg, FL, hereinafter referred to as "Consultant,"

**WITNESSETH:**

WHEREAS, the County and the Consultant entered into an agreement on September 7, 2010, pursuant to Pinellas County Contract No. 090-0247-CN (AM) (hereinafter "Agreement") pursuant to which the Consultant agreed to provide Professional Consulting Services for County; and

WHEREAS, Section 23, paragraph 24.2, of the Agreement provides for two (2) additional twelve (12) month term extension(s) under the same terms and conditions; and

WHEREAS, Section 25 of the Agreement provides for amendment of the agreement by written instrument signed by both the County and the Consultant; and

WHEREAS, the County and the Consultant now wish to exercise this First Term Extension; and

WHEREAS, the County and the Consultant now wish to amend the terms of the agreement to reduce the compensation to the Consultant as provided in Section 6 of the Agreement;

NOW THEREFORE, in consideration of the above and mutual covenants contained herein the parties agree that the Agreement is amended as follows:

1. The Agreement is hereby extended pursuant to Section 23, paragraph 24.2, thereof, effective beginning September 7, 2013 and continuing for twelve (12) months from that date unless terminated or canceled as provided therein.

2. The language in Section 6 Compensation to the Consultant, Paragraph 7.1 (B) is amended as follows:

Section 7.1 (B) (1) (b) is removed;

Section 7.1 (B) (1) (c) is removed;

Section 7.1 (B) (1) (d) is removed;

Section 7.1 (B) (1) (e) is redesignated as (b).

Section 7.1 (B) (2) is amended to remove the following language from the first sentence: "plus five percent (5%)."

3. Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

*{Signature page follows}*



IN WITNESS WHEREOF the parties herein have executed this First Amendment to the Agreement for Professional Consulting Services for Real Estate Management Department pursuant to Contract No. 090-0247-CN (AM) as of the day and year first written above.

Consultant:

PINELLAS COUNTY, FLORIDA  
by and through its  
Board of County Commissioners

Anita Crosby 8/5/13  
President (signature) *Corp Sec.*  
Anita Crosby  
President (printed name)

\_\_\_\_\_  
Chairman

ATTEST:

By: Carey Hinson  
(Attesting Witness' name/title)

ATTEST:  
KEN BURKE

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

[Signature]  
Office of the County Attorney

**FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANTING SERVICES  
FOR REAL ESTATE MANAGEMENT DEPARTMENT**

This Amendment made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and Hahn Engineering, Inc., Tampa, FL, hereinafter referred to as "Consultant,"

**WITNESSETH:**

WHEREAS, the County and the Consultant entered into an agreement on September 7, 2010, pursuant to Pinellas County Contract No. 090-0247-CN (AM) (hereinafter "Agreement") pursuant to which the Consultant agreed to provide Professional Consulting Services for County; and

WHEREAS, Section 23, paragraph 24.2, of the Agreement provides for two (2) additional twelve (12) month term extension(s) under the same terms and conditions; and

WHEREAS, Section 25 of the Agreement provides for amendment of the agreement by written instrument signed by both the County and the Consultant; and

WHEREAS, the County and the Consultant now wish to exercise this First Term Extension; and

WHEREAS, the County and the Consultant now wish to amend the terms of the agreement to reduce the compensation to the Consultant as provided in Section 6 of the Agreement;..

NOW THEREFORE, in consideration of the above and mutual covenants contained herein the parties agree that the Agreement is amended as follows:

1. The Agreement is hereby extended pursuant to Section 23, paragraph 24.2, thereof, effective beginning September 7, 2013 and continuing for twelve (12) months from that date unless terminated or canceled as provided therein.

2. The language in Section 6 Compensation to the Consultant, Paragraph 7.1 (B) is amended as follows:

Section 7.1 (B) (1) (b) is removed;

Section 7.1 (B) (1) (c) is removed;

Section 7.1 (B) (1) (d) is removed;

Section 7.1 (B) (1) (e) is redesignated as (b).

Section 7.1 (B) (2) is amended to remove the following language from the first sentence: "plus five percent (5%)."

3. Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

*{Signature page follows}*

IN WITNESS WHEREOF the parties herein have executed this First Amendment to the Agreement for Professional Consultanting Services for Real Estate Management Department pursuant to Contract No. 090-0247-CN (AM) as of the day and year first written above.

Consultant:



\_\_\_\_\_  
President (signature)

Michael Hahn  
\_\_\_\_\_  
President (printed name)

PINELLAS COUNTY, FLORIDA  
by and through its  
Board of County Commissioners

\_\_\_\_\_  
Chairman

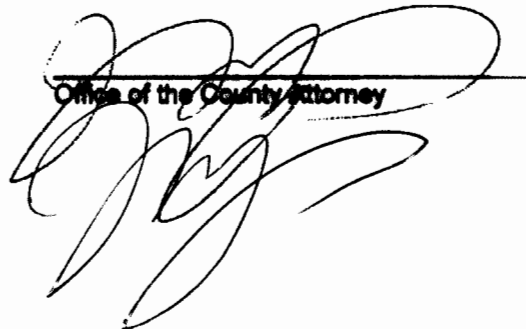
ATTEST:

By:  Bookkeeping  
(Attesting Witness' name/title)

ATTEST:  
KEN BURKE

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

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

**FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTANTING SERVICES  
FOR REAL ESTATE MANAGEMENT DEPARTMENT**

This Amendment made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and Long & Associates Architects/Engineers, Inc., Tampa, FL, hereinafter referred to as "Consultant,"

**WITNESSETH:**

WHEREAS, the County and the Consultant entered into an agreement on September 7, 2010, pursuant to Pinellas County Contract No. 090-0247-CN (AM) (hereinafter "Agreement") pursuant to which the Consultant agreed to provide Professional Consulting Services for County; and

WHEREAS, Section 23, paragraph 24.2, of the Agreement provides for two (2) additional twelve (12) month term extension(s) under the same terms and conditions; and

WHEREAS, Section 25 of the Agreement provides for amendment of the agreement by written instrument signed by both the County and the Consultant; and

WHEREAS, the County and the Consultant now wish to exercise this First Term Extension; and

WHEREAS, the County and the Consultant now wish to amend the terms of the agreement to reduce the compensation to the Consultant as provided in Section 6 of the Agreement;

NOW THEREFORE, in consideration of the above and mutual covenants contained herein the parties agree that the Agreement is amended as follows:

1. The Agreement is hereby extended pursuant to Section 23, paragraph 24.2, thereof, effective beginning September 7, 2013 and continuing for twelve (12) months from that date unless terminated or canceled as provided therein.

2. The language in Section 6 Compensation to the Consultant, Paragraph 7.1 (B) is amended as follows:

Section 7.1 (B) (1) (b) is removed;

Section 7.1 (B) (1) (c) is removed;

Section 7.1 (B) (1) (d) is removed;

Section 7.1 (B) (1) (e) is redesignated as (b).

Section 7.1 (B) (2) is amended to remove the following language from the first sentence: "plus five percent (5%)."

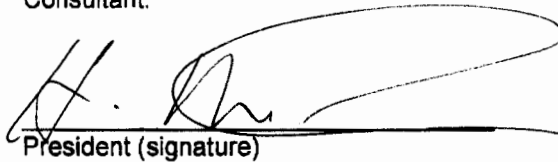
3. Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

*{Signature page follows}*

IN WITNESS WHEREOF the parties herein have executed this First Amendment to the Agreement for Professional Consultanting Services for Real Estate Management Department pursuant to Contract No. 090-0247-CN (AM) as of the day and year first written above.

Consultant:

PINELLAS COUNTY, FLORIDA  
by and through its  
Board of County Commissioners



President (signature)

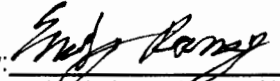
Chairman

Harry M. Long, PE

President (printed name)

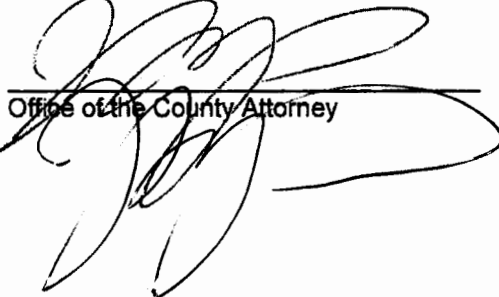
ATTEST:

ATTEST:  
KEN BURKE

By:  Admin.  
(Attesting Witness name/title)

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:



Office of the County Attorney