

BOARD OF COUNTY COMMISSIONERS

DATE: September 7, 2010

AGENDA ITEM NO.

17.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Final Agreement - Mechanical/Electrical Professional Engineering Services
Contract No. 090-0247-CN (AM)

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 WITH EACH OF THE TOP FOUR RANKED FIRMS FOR MECHANICAL/ELECTRICAL PROFESSIONAL ENGINEERING SERVICES:

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 THAT THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK BE AUTHORIZED TO ATTEST.

Summary Explanation/Background:

On June 15, 2010, the Board approved the ranking of firms pertaining to a continuing contract for mechanical and electrical professional engineering services and authorized staff to negotiate final contracts with the four highest ranked firms. The firms will provide a wide range of engineering, technical management, and administrative services to assist in bringing to completion, numerous projects identified in the Capital Improvement Plan (CIP) and solicitation document. The projects include, but are not limited to the following:

Repair & Maintenance

- 315 Court Air Handler Replacement
- 315 Court Energy Reduction Projects
- 400 SFH Air Handler Replacement
- 509 East HVAC Design & Replacement
- 310 Court Energy Reduction Projects
- 333 Chestnut Energy Reduction Projects
- 440 Court Lighting Retrofit
- Medical Examiner Energy Reduction Projects
- 400 South Fort Harrison Energy Reduction Projects
- Animal Services Air Handlers & Condensers
- Animal Services Hot Water Tanks
- 509 East - HVAC Evaluation & Replacement

315 Court - Curtain Wall Replacement
Medical Examiner HVAC Upgrade

Public Safety Facilities

Criminal Justice Center (CJC) Energy Reduction Projects
SAB 400 Chiller & HVAC Pump Replacement
Detention Central Air Handler Replacement
Central Division Energy Management

Building Renovation and Renewal Judicial

CJC - Security System Upgrade
CJC - HVAC Controls Replacement

Building Renovation Renewal

310 Court - Elevator Upgrade -
315 Court - Fire Alarm System Upgrade
316 Court - Fire Alarm System Upgrade
501 Building Renovations - emergency power connection to
central energy plant and elevator upgrades
324 Air Handler Replacement
315 Court & 400SFH - Evaluate Generators

Building Renovation and Renewal - Law Enforcement

AB Modifications & Fire System Upgrade
SASB Emergency Generator

Building Renovation and Renewal -Detention

D&E Wing Air Handler Replacement
F Wing Air Handler Replacement

Building Renovation and Renewal - EMS

EMS HVAC Evaluation & Replacement

Final contracts have been negotiated by Real Estate Management (REM) staff and are being presented to the Board for consideration. Staff has checked and validated that all negotiated rates are fair and reasonable and are based on Job Class Wage Rates posted by Florida Department of Transportation (FDOT) for District 7.

The contract will be for a period of thirty-six (36) months from the date of execution of the agreement. The contract may 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 extension and approval by the County Administrator.

Fiscal Impact/Cost/Revenue Summary:

Funding will be provided with CIP funds

The budget for FY 2010 thru FY 2014 is estimated at \$13,750,000.00 for a number of projects

Exhibits/Attachments Attached:

1. Final Agreements

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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SECTION 1
INTENT OF AGREEMENT

**AGREEMENT FOR PROFESSIONAL CONSULTANTING SERVICES FOR
REAL ESTATE MANAGEMENT Department**

THIS AGREEMENT, entered into on the ____ day of 2010 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 A. J. Sanchez, Consulting Engineers, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Real Estate Management Department requires **A.J. SANCHEZ CONSULTING ENGINEERS, INC.**, associated with Mechanical/Electrical Professional CONSULTANT Services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL CONSULTING SERVICES requisite to the management needs of the COUNTY Real Estate Management Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 OBJECTIVE

The County requires the support of the Consultant for a wide range of Consulting, technical, management and administrative services to assist bringing the completion, as expeditiously as possible, numerous projects for the Capital Improvement Program (CIP).

The Consultant shall function as an extension of the County's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The Consultant shall minimize the County's need to apply its own resources to assignment authorized by the County. The County, at its option may elect to expand, reduce, or delete the extent of each work element described in the Scope of Services document, provide such action does not alter the intent of this Agreement.

The scope of work varies widely with each project and will be on an assignment-by-assignment basis. The short listed firms selected will prepare detailed, separate proposals for each assigned project. Projects will be individually negotiated based on a "Fee Schedule" as published by Florida Department of Transportation (FDOT). These fees may change and Consultants are responsible for confirming that the fee schedule is in conformance with that published by FDOT.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the County's Director of Real Estate Management or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, 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 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 herein 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 CONSULTANT 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 CONSULTANT.

- 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. The County will be entitled at all times to be advised, at its request, as to the status of the work being done by the CONSULTANT and of the details thereof.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 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.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

2.6 QUALITY CONTROL

The CONSULTANT shall implement the following Quality Control procedures:

A. QUALITY ASSURANCE REVIEWS

The CONSULTANT shall conduct quality assurance reviews in accordance with the requirements cited in this Agreement and the CONSULTANT'S approved quality assurance, Quality Control Plan. Reviews shall be conducted to evaluate the adequacy of engineering decisions, materials, documentation, processes, procedures, guidance, and staffing included in the execution of this contract.

B. QUALITY CONTROL PLAN

Within fourteen (14) calendar days after the Notice to Proceed Meeting, the CONSULTANT shall furnish a Quality Control Plan to the COUNTY. The Quality Control Plan shall detail the procedures, evaluation criteria, and how the CONSULTANT'S organization will assure conformance with the contract. The CONSULTANT'S Quality Control Plan shall demonstrate how all design efforts are to be checked,

back checked and rechecked on a continual basis throughout the plan production schedule. Unless specifically waved, no payment shall be made until the CONSULTANT'S Quality Control Plan is approved by the COUNTY. Significant changes to the work requirements may require the CONSULTANT to revise the Quality Control Plan. It shall be the responsibility of the CONSULTANT to keep the QC Plan current with the work requirements

The plan shall include, but not be limited to, the following areas:

1. Organization - A description is required of the CONSULTANT'S Quality Control Organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.
2. Quality Control Reviews – The CONSULTANT'S shall detail methods used to monitor and assure compliance of its organization with the contract requirements for the services and products.
3. Proposed Quality Assurance Records – The types of records that shall be generated and maintained by the CONSULTANT during the execution of its Quality Control Program shall be outlined.
4. Schedule – The CONSULTANT shall allow sufficient time to complete the Quality Control procedure for each milestone submittal when preparing the PROJECT design schedule.
5. Records – Review comments with responses, and redlined plan markups shall be included as a deliverable with each milestone submittal. All such provided Quality Control review documents shall be returned by the COUNTY to the CONSULTANT following COUNTY review.
6. Control of Subcontractors and Vendors – The methods used by the CONSULTANT to control the quality of services of its subcontractors and vendors shall be detailed and complete.
7. Quality Assurance Certification – An officer or approved designee of the CONSULTANT'S firm shall be required to certify that each submittal, plans, reports, etceteras have been prepared and checked in accordance with good engineering practices and represents quality products.
8. Monthly Report – The CONSULTANT shall report on its quality assurance effort as part of its regular monthly process reports.

C. QUALITY ASSURANCE RECORDS

The CONSULTANT shall maintain adequate records of the quality assurance actions performed by its organization including its subcontractors and vendors, in providing services and products under this contract. All records shall indicate the nature and number of observation made, the number and the type of deficiencies found, and the corrective actions taken. These records shall be available to the COUNTY upon request during the contract term. All records shall be kept at the primary office site. All records are subject to audit review.

D. TECHNICAL PEER REVIEW

The Quality Control Program shall also include a second level of review – a “technical peer review.” CONSULTANT peer review of the plans and calculation is required, and the results of such review must be indicated on these documents prior to submittal to the COUNTY. The designers' and reviewers' names are to appear on the calculations and plan sheet. A statement that such peer review has been accomplished is to the COUNTY by the Principal – In – Charge for the CONSULTANT.

Peer review shall also be a continuing process throughout the schedule to address problem areas and help accelerate design decisions to minimize delays to production. The peer review

comments for each submittal shall be summarized with a response of what action was taken for each comment and submitted to the COUNTY along with the marked-up plans. The peer review shall include a constructability review as part of the general review.

This technical peer review can be conducted by several methods:

1. The peer review may be accomplished internally by persons not actively involved in the PROJECT design within the CONSULTANT'S organization, or
2. The CONSULTANT may contract the peer review with another consulting firm, after prior approval by the COUNTY.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

The engineering efforts required under this Agreement will support the implementation of the COUNTY's Capital Improvement Program projects, and support the operation and maintenance of the COUNTY's transportation, storm water, parks, and environmental infrastructure programs.

3.1 SERVICES TO BE FURNISHED BY THE CONSULTANT

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews as outlined in Section 2.6.
- 3.1.3 If required, the CONSULTANT shall provide a three dimensional file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by the Director of Real Estate Management or Designee who is a COUNTY Employee.

3.2 PERMITTING REQUIREMENTS

1. PERMITTING/APPROVALS

1. It is intended that the CONSULTANT will provide a design, which will be permitted by various agencies and will be in the best interest of Pinellas County. The CONSULTANT shall make adjustments and revisions, as necessary to obtain required permits and approvals. Permits and approvals may include among others:
 - a. Pinellas County Department of Environmental Management (DEM) – Habitat Management and Landscape Permit.
 - b. Southwest Florida Water Management District (SWFWMD) - Environmental Resource Permit (ERP).
 - c. Florida Department of Environmental Protection (FDEP)/U.S. Army Corps of Engineers (USCOE) – Wetlands Resource Permit.
 - d. Florida Department of Natural Resources (FDNR/DEP) Easement and/or Permit.
 - e. Florida Department of Transportation (FDOT) – Drainage and Driveway Connection Permit and Railroad Coordination.
 - f. U.S. Environmental Protection Agency (EPA) – National Pollutant Discharge Elimination System (NPDES) Permit.
 - g. Florida Game and Fresh Water Fish Commission.
 - h. U.S. Fish and Wildlife Service Management District.
 - i. U.S. Coast Guard.
 - j. Municipalities with Jurisdiction: **(to be determined per work assignment)**.

2. SPECIFIC REQUIREMENTS

The CONSULTANT shall, if requested:

- a. Prepare permit applications, data and drawings required for construction of the PROJECT, for submittal by the COUNTY, to local, state and federal agencies and utility companies.
- b. The CONSULTANT shall submit draft permit application to the COUNTY for review. Upon acceptance by the COUNTY, the CONSULTANT shall proceed with final development of each application. The COUNTY, the CONSULTANT shall proceed with final development of each application. The COUNTY shall submit applications to the permit agency.
- c. Modifications to the permit drawings, which the COUNTY deems will expedite permit handling, shall be incorporated by the CONSULTANT.
- d. The CONSULTANT shall prepare a written response, for COUNTY review, for all requests for additional information by the permit agency within ten (10) days of receipt of notice. The COUNTY will review the response and provide comments within five (5) days. The CONSULTANT shall provide the revised final response package to the COUNTY within five (5) days for review.
- e. The CONSULTANT shall prepare mylar reproductive drawings specifically for permit applications, and include an electronic submittal to the COUNTY.

The drawings shall clearly depict the information required for permit approval as described in the permit agency's guidelines for preparation of the application.

- f. The CONSULTANT shall, at no addition cost to the COUNTY, make all construction plans revisions required to obtain the necessary permits for construction of the PROJECT.
- g. For the purpose of ensuring the timely approval of all permits necessary for the construction of the PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with the COUNTY Project Coordinator and all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data, surveys and information as may be necessary to secure approval of the required permits.

3. DELIVERABLES

- a. Two sets of design documents for design review purposes, with each submittal phase (30%, 90%).
- b. Twenty (20) sets of construction documents for bid advertisement.
- c. Environmental permits shall be received by the COUNTY prior to advertisement of PROJECT, if required.
- d. Confirm that plans are in agreement with all approved permits.
- e. Topographic survey, if requested.
- f. Digital drawing file copy, AutoCAD Release 14 or later, on CD-Rom.
- g. Final estimate of construction costs on a copy of the "Schedule of Values" (W-Sheets) provided in the Standard Specifications.
- h. One (1) copy of PROJECT Design and Computations Booklet, signed and sealed.
- i. Tabulation of all deliverables.
- j. Quality Control Checking and Review documents.
- k. The CONSULTANT shall sign and seal one (1) set of prints and one (1) set of specifications in accordance with the Florida Engineering Responsibility Rules.

3.3 BIDDING PHASE (Services to be defined with each specific work assignment).

3.4 CONSTRUCTION PHASE (Services to be defined with each specific work assignment).

3.5 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY'S operations.

SECTION 4 PERFORMANCE SCHEDULES

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY'S Director of Real Estate Management or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY'S acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 et. seq.

6.2 The CONSULTANT may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. 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 FLORIDA PROMT PAYMENT Act, F.S. 218.70 et.seq.

6.3 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 6) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

Firm's standard hourly rates are reflected on the Hourly Rate Sheet- Attachment A. A breakdown of man- hours and billing rates shall be provided with each invoice.

6.4 All progress reports and invoices shall be mailed to the attention of Director, Real Estate Management, 509 E, Clearwater, FL 33756

6.5 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CONSULTANT for correction.

SECTION 6 COMPENSATION TO THE CONSULTANT

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a time and expense and/or reimbursable cost basis. Compensation shall be for the actual work performed in the following manner:

1. For the services of all the CONSULTANT'S personnel authorized to perform a Work Assignment, the COUNTY shall pay an amount equal to the CONSULTANT'S direct labor costs as stipulated in Exhibit A times a multiplier of 2.95 for all actual hours of work performed. Direct labor will be documented by copies of time sheets and payroll registers to document actual cost.

For Overtime hours worked by the CONSULTANT'S personnel, the COUNTY shall pay an amount equal to the direct labor costs times a multiplier of 2.95 plus one-half of the direct labor cost amount.

Direct labor costs shall mean salaries and wages paid directly to the CONSULTANT'S personnel and does not include indirect payroll related costs or fringe benefits.

The multiplier shall include all fringe benefits, all business overhead, all profits, and all expenses except the following allowable actual expenses:

- a. Transportation expenses in connection with travel outside the Tampa Bay Metropolitan Statistical Area as defined by the U.S. Office of Management and Budget and are the result of the application of published standards to Census Bureau data. Travel expenses must be in accordance with section 112.061, F. S.
 - b. Long distance telecommunications.
 - c. Reproduction of documents.
 - d. Postage/document delivery charges.
 - e. Payment of permit fees on the COUNTY'S behalf.
2. For the services of any subconsultants authorized by the COUNTY, the COUNTY agrees to reimburse the CONSULTANT for actual costs plus five percent (5%). Copies of subconsultant invoices documenting actual cost must be submitted prior to payment. Subconsultant services could include, but not be limited to:
 - a. Aerial Photography.
 - b. Geotechnical Investigations.
 - c. Land Survey Services.
 - d. Other Specialty Consultants.

7.2 The upset limit for all compensation to be paid under the maximum **three (3) year** term of this Agreement is an amount not to exceed **Five Hundred Thousand & 00/100 dollars (\$500,000)**. Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 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 7 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

8.1 The COUNTY reserves the right to review the qualifications of any and all sub consulting, 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 8 TASK ORDERS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual task orders as needed throughout the AGREEMENT term.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

10.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

10.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, 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.

SECTION 10 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 Real Estate Management or designee.

SECTION 11 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 12 CONSULTANTS 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 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

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 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

14.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

14.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

SECTION 14 INSURANCE COVERAGE

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 \$100,000 for each accident.

15.1.2 Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises-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 \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

15.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "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 a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

15.1.4 Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

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 Purchasing or designee 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 the COUNTY to any such future coverage, or to the COUNTY'S Self-Insured Retentions of whatever nature.

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

SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246

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

SECTION 16
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 contract, and it is not acting as an employee of Pinellas County. The 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 the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

SECTION 17
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 contract 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 contract.

SECTION 18
TRUTH IN NEGOTIATIONS

The CONSULTANT certifies to truth-in-negotiation 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 19
SUCCESSORS AND ASSIGNS

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

SECTION 20
INDEMNIFICATION

21.1 The first ten dollars (\$10) of compensation received by the CONSULTANT pursuant to this contract represents specific consideration for the following indemnification: CONSULTANT shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said CONSULTANT; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said CONSULTANT; 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, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

21.2 To the extent permissible by law; the successful proposer(s) agrees to indemnify the COUNTY and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the COUNTY.

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 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations 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

23.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

23.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

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

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

24.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for **three (3) years**, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

24.2 This AGREEMENT may exercise a term extension subject to written notice of agreement from the County Administrator and CONSULTANT, for **two (2) additional one (1) year** term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same.

**SECTION 24
CONFLICT OF INTEREST**

25.1 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 CONSULTANTS who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

25.2 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
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 Crime Act, §287.133, Florida Statutes, and the COUNTY'S requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

**SECTION 27
DOCUMENT COMPRISING CONTRACT**

The Contract shall include this Agreement for engineering related professional services, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas COUNTY'S Request for Professional Services and all of its addenda and attachments issued on March 26, 2010;
- b. CONSULTANTS' proposal

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

**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

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name: ALBERTO J. SANCHEZ

Title: PRESIDENT Date: 8-9-10

By: _____

Chairman

Date: _____

ATTEST:

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Print Name: Jo Ann McKinney

Title: Admin. Assistant Date: 8-9-10

By: _____

Deputy Clerk

Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 

Office of the County Attorney



**A.J. Sanchez
Consulting Engineers, Inc.**

3825 Henderson Blvd., Suite 103
Tampa, Florida 33629
EB - 0005016
Tel: (813) 281-0001
Fax: (813) 281-0026
Email: ajsce@tampabay.rr.com
Web: www.ajsce.com

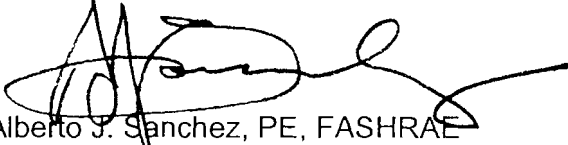
July 12, 2010

**Mechanical/Electrical Professional Engineering Services
090-0247-CN-(AM)**

MEP Consultant Hourly Rate Schedule

Personnel Classification	Hourly Rate
Principal	\$140.00
Sr. Registered Engineer (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$120.00
Engineer (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$ 90.00
Construction Coordinator (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$ 90.00
Designer (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$ 80.00
Computer Draftsperson (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$ 65.00
Clerical	\$ 45.00
Reimbursable Expenses (Per State Statute, at cost without multiplier)	
• Printing – Plans and Specifications	
• Overnight / Express Deliveries	
• Long Distance Phone Calls (Outside 727 / 813 areas)	
• Travel (Outside Pinellas County)	

A.J. SANCHEZ CONSULTING ENGINEERS, INC.


Alberto J. Sanchez, PE, FASHRAE
President

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTANTING SERVICES FOR
REAL ESTATE MANAGEMENT Department**

THIS AGREEMENT, entered into on the ____day of 2010 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 Engineering Matrix, Inc., with offices in St. Petersburg, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Real Estate Management Department requires **Engineering Matrix, Inc., St. Petersburg, Florida** associated with Mechanical/Electrical Professional CONSULTANT Services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL CONSULTING SERVICES requisite to the management needs of the COUNTY Real Estate Management Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 OBJECTIVE

The County requires the support of the Consultant for a wide range of Consulting, technical, management and administrative services to assist bringing the completion, as expeditiously as possible, numerous projects for the Capital Improvement Program (CIP).

The Consultant shall function as an extension of the County's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The Consultant shall minimize the County's need to apply its own resources to assignment authorized by the County. The County, at its option may elect to expand, reduce, or delete the extent of each work element described in the Scope of Services document, provide such action does not alter the intent of this Agreement.

The scope of work varies widely with each project and will be on an assignment-by-assignment basis. The short listed firms selected will prepare detailed, separate proposals for each assigned project. Projects will be individually negotiated based on a "Fee Schedule" as published by Florida Department of Transportation (FDOT). These fees may change and Consultants are responsible for confirming that the fee schedule is in conformance with that published by FDOT.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the County's Director of Real Estate Management or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, 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 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 herein 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 CONSULTANT 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 CONSULTANT.

- 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. The County will be entitled at all times to be advised, at its request, as to the status of the work being done by the CONSULTANT and of the details thereof.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 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.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

2.6 QUALITY CONTROL

The CONSULTANT shall implement the following Quality Control procedures:

A. QUALITY ASSURANCE REVIEWS

The CONSULTANT shall conduct quality assurance reviews in accordance with the requirements cited in this Agreement and the CONSULTANT'S approved quality assurance, Quality Control Plan. Reviews shall be conducted to evaluate the adequacy of engineering decisions, materials, documentation, processes, procedures, guidance, and staffing included in the execution of this contract.

B. QUALITY CONTROL PLAN

Within fourteen (14) calendar days after the Notice to Proceed Meeting, the CONSULTANT shall furnish a Quality Control Plan to the COUNTY. The Quality Control Plan shall detail the procedures, evaluation criteria, and how the CONSULTANT'S organization will assure conformance with the contract. The CONSULTANT'S Quality Control Plan shall demonstrate how all design efforts are to be checked,

back checked and rechecked on a continual basis throughout the plan production schedule. Unless specifically waved, no payment shall be made until the CONSULTANT'S Quality Control Plan is approved by the COUNTY. Significant changes to the work requirements may require the CONSULTANT to revise the Quality Control Plan. It shall be the responsibility of the CONSULTANT to keep the QC Plan current with the work requirements

The plan shall include, but not be limited to, the following areas:

1. Organization - A description is required of the CONSULTANT'S Quality Control Organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.
2. Quality Control Reviews – The CONSULTANT'S shall detail methods used to monitor and assure compliance of its organization with the contract requirements for the services and products.
3. Proposed Quality Assurance Records – The types of records that shall be generated and maintained by the CONSULTANT during the execution of its Quality Control Program shall be outlined.
4. Schedule – The CONSULTANT shall allow sufficient time to complete the Quality Control procedure for each milestone submittal when preparing the PROJECT design schedule.
5. Records – Review comments with responses, and redlined plan markups shall be included as a deliverable with each milestone submittal. All such provided Quality Control review documents shall be returned by the COUNTY to the CONSULTANT following COUNTY review.
6. Control of Subcontractors and Vendors – The methods used by the CONSULTANT to control the quality of services of its subcontractors and vendors shall be detailed and complete.
7. Quality Assurance Certification – An officer or approved designee of the CONSULTANT'S firm shall be required to certify that each submittal, plans, reports, etceteras have been prepared and checked in accordance with good engineering practices and represents quality products.
8. Monthly Report – The CONSULTANT shall report on its quality assurance effort as part of its regular monthly process reports.

C. QUALITY ASSURANCE RECORDS

The CONSULTANT shall maintain adequate records of the quality assurance actions performed by its organization including its subcontractors and vendors, in providing services and products under this contract. All records shall indicate the nature and number of observation made, the number and the type of deficiencies found, and the corrective actions taken. These records shall be available to the COUNTY upon request during the contract term. All records shall be kept at the primary office site. All records are subject to audit review.

D. TECHNICAL PEER REVIEW

The Quality Control Program shall also include a second lever of review – a "technical peer review." CONSULTANT peer review of the plans and calculation is required, and the results of such review must be indicated on these documents prior to submittal to the COUNTY. The designers' and reviewers' names are to appear on the calculations and plan sheet. A statement that such peer review has been accomplished is to the COUNTY by the Principal – In – Charge for the CONSULTANT.

Peer review shall also be a continuing process throughout the schedule to address problem areas and help accelerate design decisions to minimize delays to production. The peer review

comments for each submittal shall be summarized with a response of what action was taken for each comment and submitted to the COUNTY along with the marked-up plans. The peer review shall include a constructability review as part of the general review.

This technical peer review can be conducted by several methods:

1. The peer review may be accomplished internally by persons not actively involved in the PROJECT design within the CONSULTANT'S organization, or
2. The CONSULTANT may contract the peer review with another consulting firm, after prior approval by the COUNTY.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

The engineering efforts required under this Agreement will support the implementation of the COUNTY's Capital Improvement Program projects, and support the operation and maintenance of the COUNTY's transportation, storm water, parks, and environmental infrastructure programs.

3.1 SERVICES TO BE FURNISHED BY THE CONSULTANT

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews as outlined in Section 2.6.
- 3.1.3 If required, the CONSULTANT shall provide a three dimensional file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by the Director of Real Estate Management or Designee who is a COUNTY Employee.

3.2 PERMITTING REQUIREMENTS

1. PERMITTING/APPROVALS

1. It is intended that the CONSULTANT will provide a design, which will be permitted by various agencies and will be in the best interest of Pinellas County. The CONSULTANT shall make adjustments and revisions, as necessary to obtain required permits and approvals. Permits and approvals may include among others:
 - a. Pinellas County Department of Environmental Management (DEM) – Habitat Management and Landscape Permit.
 - b. Southwest Florida Water Management District (SWFWMD) - Environmental Resource Permit (ERP).
 - c. Florida Department of Environmental Protection (FDEP)/U.S. Army Corps of Engineers (USCOE) – Wetlands Resource Permit.
 - d. Florida Department of Natural Resources (FDNR/DEP) Easement and/or Permit.
 - e. Florida Department of Transportation (FDOT) – Drainage and Driveway Connection Permit and Railroad Coordination.
 - f. U.S. Environmental Protection Agency (EPA) – National Pollutant Discharge Elimination System (NPDES) Permit.
 - g. Florida Game and Fresh Water Fish Commission.
 - h. U.S. Fish and Wildlife Service Management District.
 - i. U.S. Coast Guard.
 - j. Municipalities with Jurisdiction: **(to be determined per work assignment)**.

2. SPECIFIC REQUIREMENTS

The CONSULTANT shall, if requested:

- a. Prepare permit applications, data and drawings required for construction of the PROJECT, for submittal by the COUNTY, to local, state and federal agencies and utility companies.
- b. The CONSULTANT shall submit draft permit application to the COUNTY for review. Upon acceptance by the COUNTY, the CONSULTANT shall proceed with final development of each application. The COUNTY, the CONSULTANT shall proceed with final development of each application. The COUNTY shall submit applications to the permit agency.
- c. Modifications to the permit drawings, which the COUNTY deems will expedite permit handling, shall be incorporated by the CONSULTANT.
- d. The CONSULTANT shall prepare a written response, for COUNTY review, for all requests for additional information by the permit agency within ten (10) days of receipt of notice. The COUNTY will review the response and provide comments within five (5) days. The CONSULTANT shall provide the revised final response package to the COUNTY within five (5) days for review.
- e. The CONSULTANT shall prepare mylar reproductive drawings specifically for permit applications, and include an electronic submittal to the COUNTY.

The drawings shall clearly depict the information required for permit approval as described in the permit agency's guidelines for preparation of the application.

- f. The CONSULTANT shall, at no addition cost to the COUNTY, make all construction plans revisions required to obtain the necessary permits for construction of the PROJECT.
- g. For the purpose of ensuring the timely approval of all permits necessary for the construction of the PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with the COUNTY Project Coordinator and all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data, surveys and information as may be necessary to secure approval of the required permits.

3. DELIVERABLES

- a. Two sets of design documents for design review purposes, with each submittal phase (30%, 90%).
- b. Twenty (20) sets of construction documents for bid advertisement.
- c. Environmental permits shall be received by the COUNTY prior to advertisement of PROJECT, if required.
- d. Confirm that plans are in agreement with all approved permits.
- e. Topographic survey, if requested.
- f. Digital drawing file copy, AutoCAD Release 14 or later, on CD-Rom.
- g. Final estimate of construction costs on a copy of the "Schedule of Values" (W-Sheets) provided in the Standard Specifications.
- h. One (1) copy of PROJECT Design and Computations Booklet, signed and sealed.
- i. Tabulation of all deliverables.
- j. Quality Control Checking and Review documents.
- k. The CONSULTANT shall sign and seal one (1) set of prints and one (1) set of specifications in accordance with the Florida Engineering Responsibility Rules.

3.3 BIDDING PHASE (Services to be defined with each specific work assignment).

3.4 CONSTRUCTION PHASE (Services to be defined with each specific work assignment).

3.5 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY'S operations.

SECTION 4 PERFORMANCE SCHEDULES

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY'S Director of Real Estate Management or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY'S acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 et. seq.

6.2 The CONSULTANT may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. 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 FLORIDA PROMT PAYMENT Act, F.S. 218.70 et.seq.

6.3 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 6) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

Firm's standard hourly rates are reflected on the Hourly Rate Sheet- Attachment A. A breakdown of man- hours and billing rates shall be provided with each invoice.

6.4 All progress reports and invoices shall be mailed to the attention of Director, Real Estate Management, 509 E, Clearwater, FL 33756

6.5 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CONSULTANT for correction.

SECTION 6 COMPENSATION TO THE CONSULTANT

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a time and expense and/or reimbursable cost basis. Compensation shall be for the actual work performed in the following manner:

1. For the services of all the CONSULTANT'S personnel authorized to perform a Work Assignment, the COUNTY shall pay an amount equal to the CONSULTANT'S direct labor costs as stipulated in Exhibit A times a multiplier of 2.95 for all actual hours of work performed. Direct labor will be documented by copies of time sheets and payroll registers to document actual cost.

For Overtime hours worked by the CONSULTANT'S personnel, the COUNTY shall pay an amount equal to the direct labor costs times a multiplier of 2.95 plus one-half of the direct labor cost amount.

Direct labor costs shall mean salaries and wages paid directly to the CONSULTANT'S personnel and does not include indirect payroll related costs or fringe benefits.

The multiplier shall include all fringe benefits, all business overhead, all profits, and all expenses except the following allowable actual expenses:

- a. Transportation expenses in connection with travel outside the Tampa Bay Metropolitan Statistical Area as defined by the U.S. Office of Management and Budget and are the result of the application of published standards to Census Bureau data. Travel expenses must be in accordance with section 112.061, F. S.
 - b. Long distance telecommunications.
 - c. Reproduction of documents.
 - d. Postage/document delivery charges.
 - e. Payment of permit fees on the COUNTY'S behalf.
2. For the services of any subconsultants authorized by the COUNTY, the COUNTY agrees to reimburse the CONSULTANT for actual costs plus five percent (5%). Copies of subconsultant invoices documenting actual cost must be submitted prior to payment. Subconsultant services could include, but not be limited to:
 - a. Aerial Photography.
 - b. Geotechnical Investigations.
 - c. Land Survey Services.
 - d. Other Specialty Consultants.

7.2 The upset limit for all compensation to be paid under the maximum **three (3) year** term of this Agreement is an amount not to exceed **Five Hundred Thousand & 00/100 dollars (\$500,000)**. Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 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 7 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

8.1 The COUNTY reserves the right to review the qualifications of any and all sub consulting, 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 8 TASK ORDERS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual task orders as needed throughout the AGREEMENT term.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

10.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

10.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, 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.

SECTION 10 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 Real Estate Management or designee.

SECTION 11 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 12 CONSULTANTS 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 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

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 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

14.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

14.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

SECTION 14 INSURANCE COVERAGE

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 \$100,000 for each accident.

15.1.2 Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises-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 \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

15.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "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 a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

15.1.4 Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

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 Purchasing or designee 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 the COUNTY to any such future coverage, or to the COUNTY'S Self-Insured Retentions of whatever nature.

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

**SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246**

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

**SECTION 16
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 contract, and it is not acting as an employee of Pinellas County. The 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 the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17
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 contract 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 contract.

**SECTION 18
TRUTH IN NEGOTIATIONS**

The CONSULTANT certifies to truth-in-negotiation 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 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

21.1 The first ten dollars (\$10) of compensation received by the CONSULTANT pursuant to this contract represents specific consideration for the following indemnification: CONSULTANT shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said CONSULTANT; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said CONSULTANT; 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, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

21.2 To the extent permissible by law; the successful proposer(s) agrees to indemnify the COUNTY and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the COUNTY.

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 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations 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

23.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

23.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

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

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

24.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for **three (3) years**, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

24.2 This AGREEMENT may exercise a term extension subject to written notice of agreement from the County Administrator and CONSULTANT, for **two (2) additional one (1) year** term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same.

**SECTION 24
CONFLICT OF INTEREST**

25.1 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 CONSULTANTS who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

25.2 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
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 Crime Act, §287.133, Florida Statutes, and the COUNTY'S requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

**SECTION 27
DOCUMENT COMPRISING CONTRACT**

The Contract shall include this Agreement for engineering related professional services, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas COUNTY'S Request for Professional Services and all of its addenda and attachments issued on March 26, 2010;
- b. CONSULTANTS' proposal

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

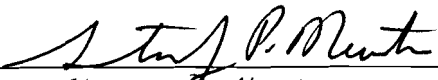
**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

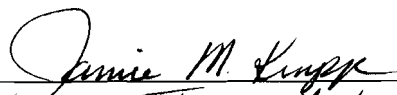
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Stanley P. Newtor
Title: Principal Date: 8/19/10

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

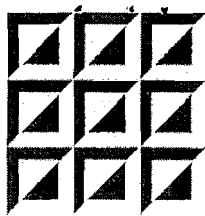
By: 
Print Name: Jamie M. Krupp
Title: Marketing Director Date: 8/19/10

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney



Engineering Matrix, Inc.

MEP Consultant Hourly Rate Schedule

Personnel Classification Rate	Hourly
Principal	\$195/hour
Sr. Registered Engineer (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$115/hour
Engineer (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$90/hour
Construction Coordinator (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$70/hour
Senior Designer (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$75/hour
Designer (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$65/hour
Computer Draftsperson (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$60/hour
Clerical	\$45/hour
Reimbursable Expenses (Per State Statute, at cost without multiplier)	
Computer Time	
Mileage	
Miscellaneous Reimbursement	



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PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTANTING SERVICES FOR
REAL ESTATE MANAGEMENT Department**

THIS AGREEMENT, entered into on the ____day of 2010 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 Hahn Engineering, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Real Estate Management Department requires **Hahn Engineering, Inc., Tampa, Florida** associated with Mechanical/Electrical Professional CONSULTANT Services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL CONSULTING SERVICES requisite to the management needs of the COUNTY Real Estate Management Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 OBJECTIVE

The County requires the support of the Consultant for a wide range of Consulting, technical, management and administrative services to assist bringing the completion, as expeditiously as possible, numerous projects for the Capital Improvement Program (CIP).

The Consultant shall function as an extension of the County's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The Consultant shall minimize the County's need to apply its own resources to assignment authorized by the County. The County, at its option may elect to expand, reduce, or delete the extent of each work element described in the Scope of Services document, provide such action does not alter the intent of this Agreement.

The scope of work varies widely with each project and will be on an assignment-by-assignment basis. The short listed firms selected will prepare detailed, separate proposals for each assigned project. Projects will be individually negotiated based on a "Fee Schedule" as published by Florida Department of Transportation (FDOT). These fees may change and Consultants are responsible for confirming that the fee schedule is in conformance with that published by FDOT.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the County's Director of Real Estate Management or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, 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 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 herein 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 CONSULTANT 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 CONSULTANT.

- 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. The County will be entitled at all times to be advised, at its request, as to the status of the work being done by the CONSULTANT and of the details thereof.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 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.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

2.6 QUALITY CONTROL

The CONSULTANT shall implement the following Quality Control procedures:

A. QUALITY ASSURANCE REVIEWS

The CONSULTANT shall conduct quality assurance reviews in accordance with the requirements cited in this Agreement and the CONSULTANT'S approved quality assurance, Quality Control Plan. Reviews shall be conducted to evaluate the adequacy of engineering decisions, materials, documentation, processes, procedures, guidance, and staffing included in the execution of this contract.

B. QUALITY CONTROL PLAN

Within fourteen (14) calendar days after the Notice to Proceed Meeting, the CONSULTANT shall furnish a Quality Control Plan to the COUNTY. The Quality Control Plan shall detail the procedures, evaluation criteria, and how the CONSULTANT'S organization will assure conformance with the contract. The CONSULTANT'S Quality Control Plan shall demonstrate how all design efforts are to be checked,

back checked and rechecked on a continual basis throughout the plan production schedule. Unless specifically waved, no payment shall be made until the CONSULTANT'S Quality Control Plan is approved by the COUNTY. Significant changes to the work requirements may require the CONSULTANT to revise the Quality Control Plan. It shall be the responsibility of the CONSULTANT to keep the QC Plan current with the work requirements

The plan shall include, but not be limited to, the following areas:

1. Organization - A description is required of the CONSULTANT'S Quality Control Organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.
2. Quality Control Reviews – The CONSULTANT'S shall detail methods used to monitor and assure compliance of its organization with the contract requirements for the services and products.
3. Proposed Quality Assurance Records – The types of records that shall be generated and maintained by the CONSULTANT during the execution of its Quality Control Program shall be outlined.
4. Schedule – The CONSULTANT shall allow sufficient time to complete the Quality Control procedure for each milestone submittal when preparing the PROJECT design schedule.
5. Records – Review comments with responses, and redlined plan markups shall be included as a deliverable with each milestone submittal. All such provided Quality Control review documents shall be returned by the COUNTY to the CONSULTANT following COUNTY review.
6. Control of Subcontractors and Vendors – The methods used by the CONSULTANT to control the quality of services of its subcontractors and vendors shall be detailed and complete.
7. Quality Assurance Certification – An officer or approved designee of the CONSULTANT'S firm shall be required to certify that each submittal, plans, reports, etceteras have been prepared and checked in accordance with good engineering practices and represents quality products.
8. Monthly Report – The CONSULTANT shall report on its quality assurance effort as part of its regular monthly process reports.

C. QUALITY ASSURANCE RECORDS

The CONSULTANT shall maintain adequate records of the quality assurance actions performed by its organization including its subcontractors and vendors, in providing services and products under this contract. All records shall indicate the nature and number of observation made, the number and the type of deficiencies found, and the corrective actions taken. These records shall be available to the COUNTY upon request during the contract term. All records shall be kept at the primary office site. All records are subject to audit review.

D. TECHNICAL PEER REVIEW

The Quality Control Program shall also include a second lever of review – a “technical peer review.” CONSULTANT peer review of the plans and calculation is required, and the results of such review must be indicated on these documents prior to submittal to the COUNTY. The designers' and reviewers' names are to appear on the calculations and plan sheet. A statement that such peer review has been accomplished is to the COUNTY by the Principal – In – Charge for the CONSULTANT.

Peer review shall also be a continuing process throughout the schedule to address problem areas and help accelerate design decisions to minimize delays to production. The peer review

comments for each submittal shall be summarized with a response of what action was taken for each comment and submitted to the COUNTY along with the marked-up plans. The peer review shall include a constructability review as part of the general review.

This technical peer review can be conducted by several methods:

1. The peer review may be accomplished internally by persons not actively involved in the PROJECT design within the CONSULTANT'S organization, or
2. The CONSULTANT may contract the peer review with another consulting firm, after prior approval by the COUNTY.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

The engineering efforts required under this Agreement will support the implementation of the COUNTY's Capital Improvement Program projects, and support the operation and maintenance of the COUNTY's transportation, storm water, parks, and environmental infrastructure programs.

3.1 SERVICES TO BE FURNISHED BY THE CONSULTANT

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews as outlined in Section 2.6.
- 3.1.3 If required, the CONSULTANT shall provide a three dimensional file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by the Director of Real Estate Management or Designee who is a COUNTY Employee.

3.2 PERMITTING REQUIREMENTS

1. PERMITTING/APPROVALS

1. It is intended that the CONSULTANT will provide a design, which will be permitted by various agencies and will be in the best interest of Pinellas County. The CONSULTANT shall make adjustments and revisions, as necessary to obtain required permits and approvals. Permits and approvals may include among others:
 - a. Pinellas County Department of Environmental Management (DEM) – Habitat Management and Landscape Permit.
 - b. Southwest Florida Water Management District (SWFWMD) - Environmental Resource Permit (ERP).
 - c. Florida Department of Environmental Protection (FDEP)/U.S. Army Corps of Engineers (USCOE) – Wetlands Resource Permit.
 - d. Florida Department of Natural Resources (FDNR/DEP) Easement and/or Permit.
 - e. Florida Department of Transportation (FDOT) – Drainage and Driveway Connection Permit and Railroad Coordination.
 - f. U.S. Environmental Protection Agency (EPA) – National Pollutant Discharge Elimination System (NPDES) Permit.
 - g. Florida Game and Fresh Water Fish Commission.
 - h. U.S. Fish and Wildlife Service Management District.
 - i. U.S. Coast Guard.
 - j. Municipalities with Jurisdiction: **(to be determined per work assignment)**.

2. SPECIFIC REQUIREMENTS

The CONSULTANT shall, if requested:

- a. Prepare permit applications, data and drawings required for construction of the PROJECT, for submittal by the COUNTY, to local, state and federal agencies and utility companies.
- b. The CONSULTANT shall submit draft permit application to the COUNTY for review. Upon acceptance by the COUNTY, the CONSULTANT shall proceed with final development of each application. The COUNTY, the CONSULTANT shall proceed with final development of each application. The COUNTY shall submit applications to the permit agency.
- c. Modifications to the permit drawings, which the COUNTY deems will expedite permit handling, shall be incorporated by the CONSULTANT.
- d. The CONSULTANT shall prepare a written response, for COUNTY review, for all requests for additional information by the permit agency within ten (10) days of receipt of notice. The COUNTY will review the response and provide comments within five (5) days. The CONSULTANT shall provide the revised final response package to the COUNTY within five (5) days for review.
- e. The CONSULTANT shall prepare mylar reproductive drawings specifically for permit applications, and include an electronic submittal to the COUNTY.

The drawings shall clearly depict the information required for permit approval as described in the permit agency's guidelines for preparation of the application.

- f. The CONSULTANT shall, at no addition cost to the COUNTY, make all construction plans revisions required to obtain the necessary permits for construction of the PROJECT.
- g. For the purpose of ensuring the timely approval of all permits necessary for the construction of the PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with the COUNTY Project Coordinator and all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data, surveys and information as may be necessary to secure approval of the required permits.

3. DELIVERABLES

- a. Two sets of design documents for design review purposes, with each submittal phase (30%, 90%).
- b. Twenty (20) sets of construction documents for bid advertisement.
- c. Environmental permits shall be received by the COUNTY prior to advertisement of PROJECT, if required.
- d. Confirm that plans are in agreement with all approved permits.
- e. Topographic survey, if requested.
- f. Digital drawing file copy, AutoCAD Release 14 or later, on CD-Rom.
- g. Final estimate of construction costs on a copy of the "Schedule of Values" (W-Sheets) provided in the Standard Specifications.
- h. One (1) copy of PROJECT Design and Computations Booklet, signed and sealed.
- i. Tabulation of all deliverables.
- j. Quality Control Checking and Review documents.
- k. The CONSULTANT shall sign and seal one (1) set of prints and one (1) set of specifications in accordance with the Florida Engineering Responsibility Rules.

3.3 BIDDING PHASE (Services to be defined with each specific work assignment).

3.4 CONSTRUCTION PHASE (Services to be defined with each specific work assignment).

3.5 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY'S operations.

SECTION 4 PERFORMANCE SCHEDULES

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY'S Director of Real Estate Management or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY'S acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 et. seq.

6.2 The CONSULTANT may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. 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 FLORIDA PROMT PAYMENT Act, F.S. 218.70 et.seq.

6.3 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 6) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

Firm's standard hourly rates are reflected on the Hourly Rate Sheet- Attachment A. A breakdown of man- hours and billing rates shall be provided with each invoice.

6.4 All progress reports and invoices shall be mailed to the attention of Director, Real Estate Management, 509 E, Clearwater, FL 33756

6.5 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CONSULTANT for correction.

SECTION 6 COMPENSATION TO THE CONSULTANT

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

B. For indeterminate Work Assignments, compensation shall be on a time and expense and/or reimbursable cost basis. Compensation shall be for the actual work performed in the following manner:

1. For the services of all the CONSULTANT'S personnel authorized to perform a Work Assignment, the COUNTY shall pay an amount equal to the CONSULTANT'S direct labor costs as stipulated in Exhibit A times a multiplier of 2.95 for all actual hours of work performed. Direct labor will be documented by copies of time sheets and payroll registers to document actual cost.

For Overtime hours worked by the CONSULTANT'S personnel, the COUNTY shall pay an amount equal to the direct labor costs times a multiplier of 2.95 plus one-half of the direct labor cost amount.

Direct labor costs shall mean salaries and wages paid directly to the CONSULTANT'S personnel and does not include indirect payroll related costs or fringe benefits.

The multiplier shall include all fringe benefits, all business overhead, all profits, and all expenses except the following allowable actual expenses:

- a. Transportation expenses in connection with travel outside the Tampa Bay Metropolitan Statistical Area as defined by the U.S. Office of Management and Budget and are the result of the application of published standards to Census Bureau data. Travel expenses must be in accordance with section 112.061, F. S.
 - b. Long distance telecommunications.
 - c. Reproduction of documents.
 - d. Postage/document delivery charges.
 - e. Payment of permit fees on the COUNTY'S behalf.
2. For the services of any subconsultants authorized by the COUNTY, the COUNTY agrees to reimburse the CONSULTANT for actual costs plus five percent (5%). Copies of subconsultant invoices documenting actual cost must be submitted prior to payment. Subconsultant services could include, but not be limited to:
 - a. Aerial Photography.
 - b. Geotechnical Investigations.
 - c. Land Survey Services.
 - d. Other Specialty Consultants.

7.2 The upset limit for all compensation to be paid under the maximum **three (3) year** term of this Agreement is an amount not to exceed **Five Hundred Thousand & 00/100 dollars (\$500,000)**. Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 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 7 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

8.1 The COUNTY reserves the right to review the qualifications of any and all sub consulting, 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 8 TASK ORDERS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual task orders as needed throughout the AGREEMENT term.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

10.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

10.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, 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.

SECTION 10 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 Real Estate Management or designee.

SECTION 11 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 12 CONSULTANTS 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 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

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 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

14.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

14.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

SECTION 14 INSURANCE COVERAGE

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 \$100,000 for each accident.

15.1.2 Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises-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 \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

15.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "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 a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

15.1.4 Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

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 Purchasing or designee 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 the COUNTY to any such future coverage, or to the COUNTY'S Self-Insured Retentions of whatever nature.

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

SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246

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

SECTION 16
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 contract, and it is not acting as an employee of Pinellas County. The 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 the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

SECTION 17
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 contract 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 contract.

SECTION 18
TRUTH IN NEGOTIATIONS

The CONSULTANT certifies to truth-in-negotiation 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 19
SUCCESSORS AND ASSIGNS

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

SECTION 20
INDEMNIFICATION

21.1 The first ten dollars (\$10) of compensation received by the CONSULTANT pursuant to this contract represents specific consideration for the following indemnification: CONSULTANT shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said CONSULTANT; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said CONSULTANT; 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, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

21.2 To the extent permissible by law; the successful proposer(s) agrees to indemnify the COUNTY and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the COUNTY.

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 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations 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

23.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

23.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

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

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

24.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for **three (3) years**, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

24.2 This AGREEMENT may exercise a term extension subject to written notice of agreement from the County Administrator and CONSULTANT, for **two (2) additional one (1) year** term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same.

**SECTION 24
CONFLICT OF INTEREST**

25.1 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 CONSULTANTS who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

25.2 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
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 Crime Act, §287.133, Florida Statutes, and the COUNTY'S requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

**SECTION 27
DOCUMENT COMPRISING CONTRACT**

The Contract shall include this Agreement for engineering related professional services, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas COUNTY'S Request for Professional Services and all of its addenda and attachments issued on March 26, 2010;
- b. CONSULTANTS' proposal

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

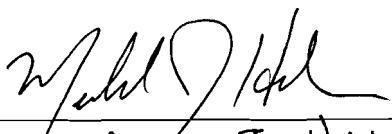
SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION

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

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Michael J. Hahn
Title: President Date: 8-5-2010

By: _____
Chairman Date: _____

ATTEST:

By: 
Print Name: Charles J. Hahn
Title: VP operations Date: 8-9-2010

ATTEST:

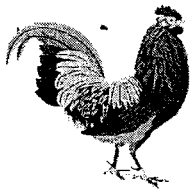
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney



HAHN ENGINEERING, INC.

MECHANICAL & ELECTRICAL CONSULTING

MEP Consultant Hourly Rate Schedule

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Principal	\$195.00
Sr. Registered Engineer (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$125.00
Engineer (Graduate Engineer) (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$95.00
Construction Coordinator (Project Manager) (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$100.00
Designer (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$75.00
Computer Draftsperson (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$60.00
Clerical	\$35.00
Reimbursable Expenses (Per State Statute, at cost without multiplier)	

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PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTANTING SERVICES FOR
REAL ESTATE MANAGEMENT Department**

THIS AGREEMENT, entered into on the ____day of 2010 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 Long & Associates Architects//Engineers, Inc. with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Real Estate Management Department requires **Long & Associates Architects/Engineers, Inc., Tampa, Florida** associated with Mechanical/Electrical Professional CONSULTANT Services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL CONSULTING SERVICES requisite to the management needs of the COUNTY Real Estate Management Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 OBJECTIVE

The County requires the support of the Consultant for a wide range of Consulting, technical, management and administrative services to assist bringing the completion, as expeditiously as possible, numerous projects for the Capital Improvement Program (CIP).

The Consultant shall function as an extension of the County's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The Consultant shall minimize the County's need to apply its own resources to assignment authorized by the County. The County, at its option may elect to expand, reduce, or delete the extent of each work element described in the Scope of Services document, provide such action does not alter the intent of this Agreement.

The scope of work varies widely with each project and will be on an assignment-by-assignment basis. The short listed firms selected will prepare detailed, separate proposals for each assigned project. Projects will be individually negotiated based on a "Fee Schedule" as published by Florida Department of Transportation (FDOT). These fees may change and Consultants are responsible for confirming that the fee schedule is in conformance with that published by FDOT.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the County's Director of Real Estate Management or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, 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 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 herein 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 CONSULTANT 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 CONSULTANT.

- 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. The County will be entitled at all times to be advised, at its request, as to the status of the work being done by the CONSULTANT and of the details thereof.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 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.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

2.6 QUALITY CONTROL

The CONSULTANT shall implement the following Quality Control procedures:

A. QUALITY ASSURANCE REVIEWS

The CONSULTANT shall conduct quality assurance reviews in accordance with the requirements cited in this Agreement and the CONSULTANT'S approved quality assurance, Quality Control Plan. Reviews shall be conducted to evaluate the adequacy of engineering decisions, materials, documentation, processes, procedures, guidance, and staffing included in the execution of this contract.

B. QUALITY CONTROL PLAN

Within fourteen (14) calendar days after the Notice to Proceed Meeting, the CONSULTANT shall furnish a Quality Control Plan to the COUNTY. The Quality Control Plan shall detail the procedures, evaluation criteria, and how the CONSULTANT'S organization will assure conformance with the contract. The CONSULTANT'S Quality Control Plan shall demonstrate how all design efforts are to be checked,

back checked and rechecked on a continual basis throughout the plan production schedule. Unless specifically waved, no payment shall be made until the CONSULTANT'S Quality Control Plan is approved by the COUNTY. Significant changes to the work requirements may require the CONSULTANT to revise the Quality Control Plan. It shall be the responsibility of the CONSULTANT to keep the QC Plan current with the work requirements

The plan shall include, but not be limited to, the following areas:

1. Organization - A description is required of the CONSULTANT'S Quality Control Organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.
2. Quality Control Reviews - The CONSULTANT'S shall detail methods used to monitor and assure compliance of its organization with the contract requirements for the services and products.
3. Proposed Quality Assurance Records - The types of records that shall be generated and maintained by the CONSULTANT during the execution of its Quality Control Program shall be outlined.
4. Schedule - The CONSULTANT shall allow sufficient time to complete the Quality Control procedure for each milestone submittal when preparing the PROJECT design schedule.
5. Records - Review comments with responses, and redlined plan markups shall be included as a deliverable with each milestone submittal. All such provided Quality Control review documents shall be returned by the COUNTY to the CONSULTANT following COUNTY review.
6. Control of Subcontractors and Vendors - The methods used by the CONSULTANT to control the quality of services of its subcontractors and vendors shall be detailed and complete.
7. Quality Assurance Certification - An officer or approved designee of the CONSULTANT'S firm shall be required to certify that each submittal, plans, reports, etceteras have been prepared and checked in accordance with good engineering practices and represents quality products.
8. Monthly Report - The CONSULTANT shall report on its quality assurance effort as part of its regular monthly process reports.

C. QUALITY ASSURANCE RECORDS

The CONSULTANT shall maintain adequate records of the quality assurance actions performed by its organization including its subcontractors and vendors, in providing services and products under this contract. All records shall indicate the nature and number of observation made, the number and the type of deficiencies found, and the corrective actions taken. These records shall be available to the COUNTY upon request during the contract term. All records shall be kept at the primary office site. All records are subject to audit review.

D. TECHNICAL PEER REVIEW

The Quality Control Program shall also include a second lever of review - a "technical peer review." CONSULTANT peer review of the plans and calculation is required, and the results of such review must be indicated on these documents prior to submittal to the COUNTY. The designers' and reviewers' names are to appear on the calculations and plan sheet. A statement that such peer review has been accomplished is to the COUNTY by the Principal - In - Charge for the CONSULTANT.

Peer review shall also be a continuing process throughout the schedule to address problem areas and help accelerate design decisions to minimize delays to production. The peer review

comments for each submittal shall be summarized with a response of what action was taken for each comment and submitted to the COUNTY along with the marked-up plans. The peer review shall include a constructability review as part of the general review.

This technical peer review can be conducted by several methods:

1. The peer review may be accomplished internally by persons not actively involved in the PROJECT design within the CONSULTANT'S organization, or
2. The CONSULTANT may contract the peer review with another consulting firm, after prior approval by the COUNTY.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

The engineering efforts required under this Agreement will support the implementation of the COUNTY's Capital Improvement Program projects, and support the operation and maintenance of the COUNTY's transportation, storm water, parks, and environmental infrastructure programs.

3.1 SERVICES TO BE FURNISHED BY THE CONSULTANT

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews as outlined in Section 2.6.
- 3.1.3 If required, the CONSULTANT shall provide a three dimensional file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by the Director of Real Estate Management or Designee who is a COUNTY Employee.

3.2 PERMITTING REQUIREMENTS

1. PERMITTING/APPROVALS

1. It is intended that the CONSULTANT will provide a design, which will be permitted by various agencies and will be in the best interest of Pinellas County. The CONSULTANT shall make adjustments and revisions, as necessary to obtain required permits and approvals. Permits and approvals may include among others:
 - a. Pinellas County Department of Environmental Management (DEM) – Habitat Management and Landscape Permit.
 - b. Southwest Florida Water Management District (SWFWMD) - Environmental Resource Permit (ERP).
 - c. Florida Department of Environmental Protection (FDEP)/U.S. Army Corps of Engineers (USCOE) – Wetlands Resource Permit.
 - d. Florida Department of Natural Resources (FDNR/DEP) Easement and/or Permit.
 - e. Florida Department of Transportation (FDOT) – Drainage and Driveway Connection Permit and Railroad Coordination.
 - f. U.S. Environmental Protection Agency (EPA) – National Pollutant Discharge Elimination System (NPDES) Permit.
 - g. Florida Game and Fresh Water Fish Commission.
 - h. U.S. Fish and Wildlife Service Management District.
 - i. U.S. Coast Guard.
 - j. Municipalities with Jurisdiction: **(to be determined per work assignment)**.

2. SPECIFIC REQUIREMENTS

The CONSULTANT shall, if requested:

- a. Prepare permit applications, data and drawings required for construction of the PROJECT, for submittal by the COUNTY, to local, state and federal agencies and utility companies.
- b. The CONSULTANT shall submit draft permit application to the COUNTY for review. Upon acceptance by the COUNTY, the CONSULTANT shall proceed with final development of each application. The COUNTY, the CONSULTANT shall proceed with final development of each application. The COUNTY shall submit applications to the permit agency.
- c. Modifications to the permit drawings, which the COUNTY deems will expedite permit handling, shall be incorporated by the CONSULTANT.
- d. The CONSULTANT shall prepare a written response, for COUNTY review, for all requests for additional information by the permit agency within ten (10) days of receipt of notice. The COUNTY will review the response and provide comments within five (5) days. The CONSULTANT shall provide the revised final response package to the COUNTY within five (5) days for review.
- e. The CONSULTANT shall prepare mylar reproductive drawings specifically for permit applications, and include an electronic submittal to the COUNTY.

The drawings shall clearly depict the information required for permit approval as described in the permit agency's guidelines for preparation of the application.

- f. The CONSULTANT shall, at no addition cost to the COUNTY, make all construction plans revisions required to obtain the necessary permits for construction of the PROJECT.
- g. For the purpose of ensuring the timely approval of all permits necessary for the construction of the PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with the COUNTY Project Coordinator and all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data, surveys and information as may be necessary to secure approval of the required permits.

3. DELIVERABLES

- a. Two sets of design documents for design review purposes, with each submittal phase (30%, 90%).
- b. Twenty (20) sets of construction documents for bid advertisement.
- c. Environmental permits shall be received by the COUNTY prior to advertisement of PROJECT, if required.
- d. Confirm that plans are in agreement with all approved permits.
- e. Topographic survey, if requested.
- f. Digital drawing file copy, AutoCAD Release 14 or later, on CD-Rom.
- g. Final estimate of construction costs on a copy of the "Schedule of Values" (W-Sheets) provided in the Standard Specifications.
- h. One (1) copy of PROJECT Design and Computations Booklet, signed and sealed.
- i. Tabulation of all deliverables.
- j. Quality Control Checking and Review documents.
- k. The CONSULTANT shall sign and seal one (1) set of prints and one (1) set of specifications in accordance with the Florida Engineering Responsibility Rules.

3.3 BIDDING PHASE (Services to be defined with each specific work assignment).

3.4 CONSTRUCTION PHASE (Services to be defined with each specific work assignment).

3.5 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY'S operations.

SECTION 4 PERFORMANCE SCHEDULES

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY'S Director of Real Estate Management or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY'S acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 et. seq.

6.2 The CONSULTANT may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. 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 FLORIDA PROMT PAYMENT Act, F.S. 218.70 et.seq.

6.3 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 6) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

Firm's standard hourly rates are reflected on the Hourly Rate Sheet- Attachment A. A breakdown of man- hours and billing rates shall be provided with each invoice.

6.4 All progress reports and invoices shall be mailed to the attention of Director, Real Estate Management, 509 E, Clearwater, FL 33756

6.5 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CONSULTANT for correction.

SECTION 6 COMPENSATION TO THE CONSULTANT

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a time and expense and/or reimbursable cost basis. Compensation shall be for the actual work performed in the following manner:

1. For the services of all the CONSULTANT'S personnel authorized to perform a Work Assignment, the COUNTY shall pay an amount equal to the CONSULTANT'S direct labor costs as stipulated in Exhibit A times a multiplier of 2.95 for all actual hours of work performed. Direct labor will be documented by copies of time sheets and payroll registers to document actual cost.

For Overtime hours worked by the CONSULTANT'S personnel, the COUNTY shall pay an amount equal to the direct labor costs times a multiplier of 2.95 plus one-half of the direct labor cost amount.

Direct labor costs shall mean salaries and wages paid directly to the CONSULTANT'S personnel and does not include indirect payroll related costs or fringe benefits.

The multiplier shall include all fringe benefits, all business overhead, all profits, and all expenses except the following allowable actual expenses:

- a. Transportation expenses in connection with travel outside the Tampa Bay Metropolitan Statistical Area as defined by the U.S. Office of Management and Budget and are the result of the application of published standards to Census Bureau data. Travel expenses must be in accordance with section 112.061, F. S.
 - b. Long distance telecommunications.
 - c. Reproduction of documents.
 - d. Postage/document delivery charges.
 - e. Payment of permit fees on the COUNTY'S behalf.
2. For the services of any subconsultants authorized by the COUNTY, the COUNTY agrees to reimburse the CONSULTANT for actual costs plus five percent (5%). Copies of subconsultant invoices documenting actual cost must be submitted prior to payment. Subconsultant services could include, but not be limited to:
 - a. Aerial Photography.
 - b. Geotechnical Investigations.
 - c. Land Survey Services.
 - d. Other Specialty Consultants.

7.2 The upset limit for all compensation to be paid under the maximum **three (3) year** term of this Agreement is an amount not to exceed **Five Hundred Thousand & 00/100 dollars (\$500,000)**. Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 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 7

FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

8.1 The COUNTY reserves the right to review the qualifications of any and all sub consulting, 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 8 TASK ORDERS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual task orders as needed throughout the AGREEMENT term.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

10.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

10.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, 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.

SECTION 10 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 Real Estate Management or designee.

SECTION 11 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 12 CONSULTANTS 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 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

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 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

14.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

14.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

SECTION 14 INSURANCE COVERAGE

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 \$100,000 for each accident.

15.1.2 Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises-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 \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

15.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "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 a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

15.1.4 Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

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 Purchasing or designee 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 the COUNTY to any such future coverage, or to the COUNTY'S Self-Insured Retentions of whatever nature.

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

**SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246**

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

**SECTION 16
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 contract, and it is not acting as an employee of Pinellas County. The 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 the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17
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 contract 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 contract.

**SECTION 18
TRUTH IN NEGOTIATIONS**

The CONSULTANT certifies to truth-in-negotiation 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 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

21.1 The first ten dollars (\$10) of compensation received by the CONSULTANT pursuant to this contract represents specific consideration for the following indemnification: CONSULTANT shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said CONSULTANT; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said CONSULTANT; 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, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

21.2 To the extent permissible by law; the successful proposer(s) agrees to indemnify the COUNTY and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the COUNTY.

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 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations 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

23.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

23.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

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

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

24.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for **three (3) years**, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

24.2 This AGREEMENT may exercise a term extension subject to written notice of agreement from the County Administrator and CONSULTANT, for **two (2) additional one (1) year** term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same.

**SECTION 24
CONFLICT OF INTEREST**

25.1 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 CONSULTANTS who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

25.2 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
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 Crime Act, §287.133, Florida Statutes, and the COUNTY'S requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

**SECTION 27
DOCUMENT COMPRISING CONTRACT**

The Contract shall include this Agreement for engineering related professional services, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas COUNTY'S Request for Professional Services and all of its addenda and attachments issued on March 26, 2010;
- b. CONSULTANTS' proposal

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

**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

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name: Alexander Long

Title: V.P. Date: 8.9.10

By: _____

Chairman

Date: _____

ATTEST:

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Print Name: JEAN RANDALL-REPASS

Title: Bookkeeper Date: 8/9/10

By: _____

Deputy Clerk

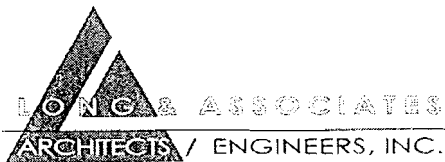
Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 

Office of the County Attorney



www.longandassociates.com

Harry M. Long, Jr., PE
Alexander M. Long, AIA
Curtis R. Wosko, PE
Paul E. Wieczorek, PE
Maynard L. Lemke, AIA
Paul W. Portal, AIA

July 1, 2010

Personnel Classification	Hourly Rate
Principal	\$150.00
Sr. Registered Engineer (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$135.00
Engineer (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$110.00
Construction Coordinator (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$110.00
Designer (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$ 90.00
Computer Draftsperson (Mechanical, Electrical, Plumbing, Fire Protection, other)	\$ 75.00
Clerical	\$ 55.00
Reimbursable Expenses (Per State Statute, at cost without multiplier)	

AGENDA ITEM INFORMATION SHEET

The information requested below is required to be supplied by the Office of the **County Administrator** with all **Board of County Commissioners' (BCC) regular and work session agenda items**. Please **complete** this form with all applicable information and **attach it** to the top of your **original agenda item package** that is being submitted for review, signature, and approval. **Your cooperation is helpful and appreciated. Thank you.**

1. Target BCC **regular public meeting agenda** or **work session date**: 9/7/10
2. **Department(s)**: Real Estate mgmt
3. Do you anticipate a **presentation** for this item? Please check ☐ Yes ☒ No
4. Name(s) of primary **department representative(s)** and other **staff member(s)** who will be in attendance, if requested by Assistant County Administrator: Paul Sacco
5. Name(s) and number of **non-staff-member presenter(s)**, including outside consultants, state, city, or other representatives, who will be in attendance: _____

6. Provide a **good-faith estimate** of time for your presentation and **anticipated BCC discussion** of issues; for a **public hearing** or **work session** item, include **time** for **anticipated citizens' input**. _____ minute(s) _____ hour(s)
7. Do you or colleagues know of any **citizens** or **representative groups** who want to **speak to** your **work session** or **public hearing item**? Please check ☐ Yes ☒ No
8. If yes, provide those **names** of the group and speakers and a **good-faith estimate** of the number of speakers. _____

9. Do you anticipate a need for **overflow seating**? Please check ☐ Yes ☒ No
10. Comments: _____

