

SECTION E – SCOPE OF WORK

- traffic signal work;
- ADA compliant sidewalks;
- pedestrian ramps;
- and bicycle lanes.

Required Deliverables:

1. A hydrologic and hydraulic model using ArcGIS© and AdICPR© with associated report will be required for permit applications and County review. All required permits shall be obtained by the engineering consultant.
2. Plans shall be prepared in accordance with AutoCAD© Civil 3D Pinellas County Kit Requirements. The plans shall be provided electronically, plus two (2) paper prints signed and sealed by a Professional Engineer certified in the State of Florida.
3. All technical specifications required for construction.
4. Engineer's estimates of probable construction costs submitted with each design stage submittal.

Additional information related to this project is provided in the following attachments and can be downloaded from the purchasing website at <http://www.pinellascounty.org/purchase/CCNA.htm>

- Attachment 1 Sunset Point Road at North Betty Land Draft Intersection Feasibility Report – April 26, 2013
- Attachment 2 Sunset Point Road Bridge Replacement Report Phase II (Draft) – September 2013
- Attachment 3 Sunset Point Road H/H Modeling Spring Branch Memorandum – March 4, 2014

Estimated Timelines:

1. Preliminary Design Technical Memorandum 90 Calendar days from NTP
2. 60% completion 201 calendar days from NTP
3. 100% completion 312 calendar days from NTP
4. Approximately 21 days for County review

Budget Estimate: \$425,000.00 inclusive of the design services outlined in the scope of work.

D. SCOPE OF WORK WHITNEY ROAD AT WOLFORD ROAD:

The Consultant selected for the Whitney Road at Wolford Road project will design; prepare plans; acquire permits; develop construction specifications; cost estimates, and provide engineering consulting services for and during the construction of the roadway realignment, intersection improvements, extension of multi-barreled box culverts for pedestrian access, and a new drainage culvert enclosing a large roadside ditch with a new outfall in Long Branch Creek. The design will also include:

- roadway drainage;
- ADA compliant sidewalks;
- pedestrian ramps;
- tree and wetland protection;
- bicycle lanes;

Required Deliverables:

1. A hydrologic and hydraulic model using ArcGIS© and AdICPR© with associated report will be required for permit applications and County review. All required permits shall be obtained by the engineering consultant.
2. Plans shall be prepared in accordance with AutoCAD© Civil 3D Pinellas County Kit Requirements. The plans shall be provided electronically, plus two (2) paper prints signed and sealed by a Professional Engineer certified in the State of Florida.
3. All technical specifications required for construction.
4. Engineer's estimates of probable construction costs submitted with each design stage submittal.

SECTION E – SCOPE OF WORK

Additional information related to this project is provided in the following attachments and can be downloaded from the purchasing website at <http://www.pinellascounty.org/purchase/CCNA.htm>

- Attachment 1 Whitney Road Future Concept Draft - October 2013
- Attachment 2 Whitney Intersection and Sidewalk Evaluation - October 2012
- Attachment 3 Whitney Road Technical Memorandum -Drainage and Safety Enhancements Phase III Hydraulic Update - October 2012

Estimated Timelines:

1. Preliminary Design Technical Memorandum 90 Calendar days from NTP
2. 60% completion 201 calendar days from NTP
3. 100% completion 312 calendar days from NTP
4. Approximately 21 days for County review

Budget Estimate: \$200,000.00 inclusive of the design services outlined in the scope of work.

SECTION F –ELECTRONIC PAYMENT (ePayables)

**Proposal Title: Engineering Consulting Services – Roadway, Drainage, Pond and Intersection Improvements with small Bridge Replacement (Sunset Point Road at North Betty Lane and Whitney Road at Wolford Road)
Proposal Number: 134-0220-NC(RM)**

Electronic Payment (ePayables)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program? Yes No

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name

Signature

Printed Signature

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G – ADDENDA ACKNOWLEDGMENT FORM

**Proposal Title: Engineering Consulting Services – Roadway, Drainage, Pond and Intersection Improvements with small Bridge Replacement (Sunset Point Road at North Betty Lane and Whitney Road at Wolford Road)
Proposal Number: 134-0220-NC(RM)**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm’s proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County’s CCNA website at, <http://www.pinellascounty.org/purchase/CCNA.htm>

SECTION H – NO SUBMITTAL STATEMENT

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. **Thank you.**

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a proposal for RFP No.134-0220-NC(RM) FOR ENGINEERING CONSULTING SERVICES – ROADWAY, DRAINAGE, POND AND INTERSECTION IMPROVEMENTS WITH SMALL BRIDGE REPLACEMENT (SUNSET POINT ROAD AT NORTH BETTY LANE AND WHITNEY ROAD AT WOLFORD ROAD)

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Request for Proposal.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Consultants Notification List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Roadway, Drainage, Pond and Intersection Improvements with small Bridge Replacement
(Sunset Point Road at North Betty Lane and Whitney Road at Wolford Road)**

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

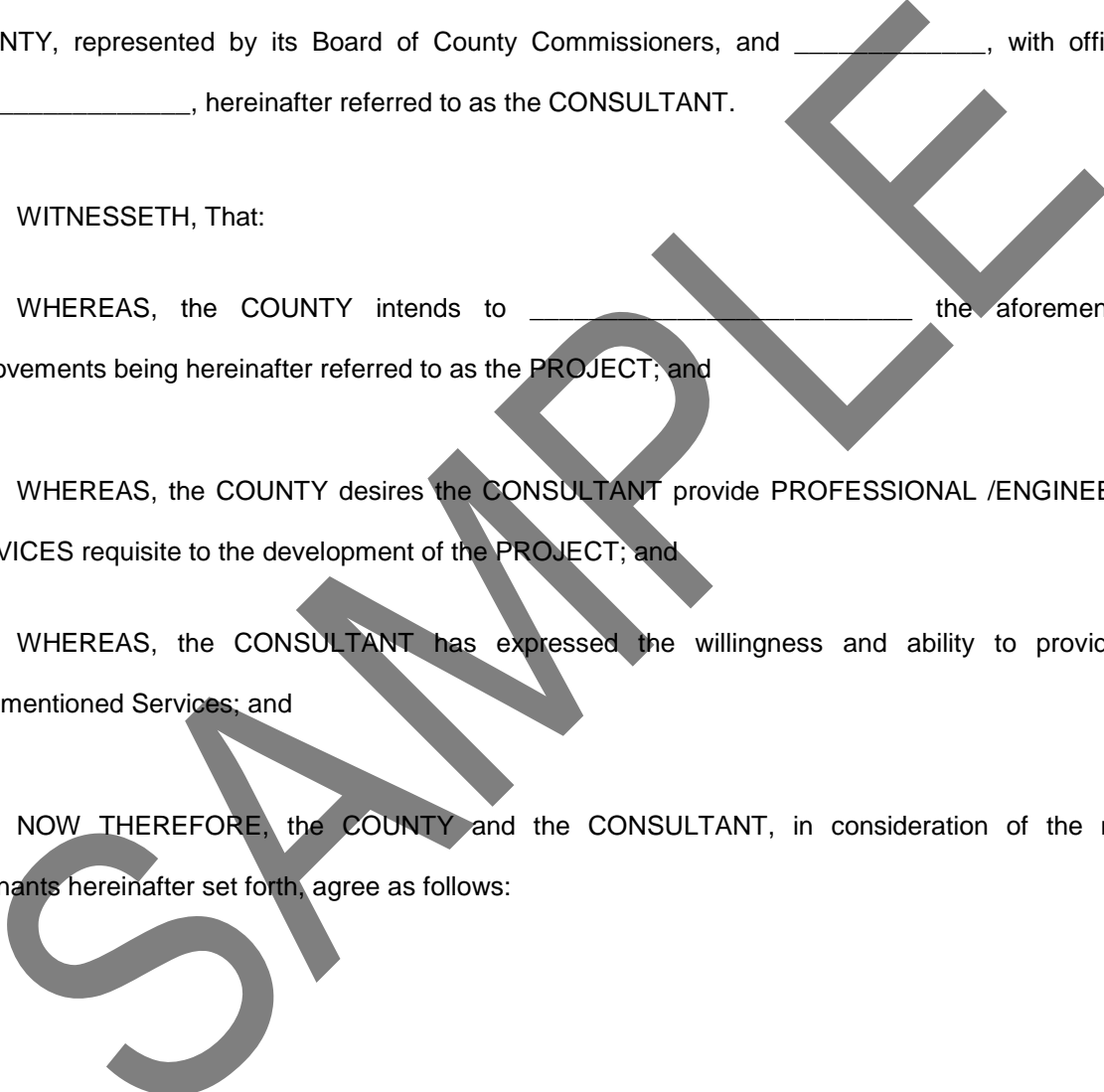
WITNESSETH, That:

WHEREAS, the COUNTY intends to _____ the aforementioned improvements being hereinafter referred to as the PROJECT; and

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

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

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



**SECTION 2
SCOPE OF PROJECT**

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

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

(Insert complete description of PROJECT and all disciplines required.)

2.2 PROJECT PHASES

(Note: Phases may be deleted depending upon complexity of PROJECT.)

The CONSULTANT will complete the PROJECT in six (6) phases as described below. Specific services to be provided are described in Section 3.

- Phase 1 – Architectural Programming Phase
- Phase 2 – Schematic Design Phase
- Phase 3 – Design Development Phase
- Phase 4 – Construction Documents Phase
- Phase 5 – Bidding Phase
- Phase 6 – Construction Phase

2.3 CONSULTING RESPONSIBILITIES

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

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to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS

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

2.4.2 All design data, plans, and drawings shall be delivered on 3.5" diskette or CD ROM formatted to .DXF or .DWG utilizing AutoCAD Release 14.0 or later; as well as providing reproducible hard copies of plans and drawings. Final plans shall be prepared in ink on double mat mylar sheets of 4 mil thickness. All specifications and other documents shall be delivered on 3.5" high-density floppy diskettes or a CD ROM, Windows 95 format, as well as the reproducible hard copies.

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

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

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 ARCHITECTURAL PROGRAMMING PHASE
(Insert appropriate tasks)

3.2 SCHEMATIC DESIGN PHASE

3.2.1 The CONSULTANT shall obtain and review all user information to ascertain the requirements of the PROJECT, and shall arrive at a mutual understanding of such requirements with the COUNTY.

3.2.2 The CONSULTANT shall prepare and submit a preliminary concept report of the PROJECT, detailed schedule, and general estimate of construction budget requirements for the COUNTY'S review.

3.2.3 Based upon a mutually agreed upon program, schedule, and construction budget requirements, the CONSULTANT shall prepare for acceptance by the COUNTY, schematic design documents illustrating the scale and relationship of the PROJECT components. A minimum of three (3) concepts must be presented.

3.2.4 The CONSULTANT shall prepare and present to the COUNTY a minimum of three (3) alternative master site plan concepts with a recommended alternate.

3.2.5 The CONSULTANT'S final submittal and presentation shall include, but not be limited to, the following:

- a. Total site assessment, drainage and utility study with new building, including access roads and parking areas.
- b. Site plan indicating finish floor elevation(s).
- c. Floor plan(s).
- d. Elevations.
- e. Building sections.
- f. Typical wall sections.
- g. Gross space tabulations.
- h. General discussion, recommendations, and schematic plans for all major systems including structural, mechanical, plumbing, and electrical with consideration of alternate systems.
- i. Preliminary construction cost estimates.
- j. Preliminary vertical circulation plans, if required.

3.2.6 The CONSULTANT'S shall make separate formal presentations during this Phase to the Director of _____ or designee, and the Board of County Commissioners, if required.

3.3 DESIGN DEVELOPMENT PHASE

Upon review of the Schematic Design Phase submittal and issuance by the COUNTY of a written "Notice to Proceed," the CONSULTANT shall perform the following:

3.3.1 The development by all disciplines of the concept/schematic design chosen by the COUNTY to a level which will determine that the facility can be satisfactorily constructed in all task areas.

3.3.2 The documentation by structural, mechanical, electrical, and other disciplines of the continued development of that discipline's responsibilities to establish the final scope and details for that discipline's work.

3.3.3 Prepare drawings and outline specifications to fix and describe the size and character of the entire PROJECT.

3.3.4 Prepare a statement of probable construction cost.

3.3.5 The CONSULTANT'S presentation shall include, but not be limited to, the following:

- a. Site plan indicating the following:
 - 1. Finish floor elevations;
 - 2. Existing elevations with benchmark and survey data;
 - 3. New topographic elevations to include contour interval lines;
 - 4. Existing and new utilities;
 - 5. New Structures;

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6. Existing and new roads and accesses;
 7. Parking areas with spaces;
 8. Grading and drainage features.
- b. Building plans
 - c. Building elevations
 - d. Appropriate sections.
 - e. Space tabulations, including a space-by-space comparison of the project program.
 - f. Preliminary structural design.
 - g. Preliminary plans, plumbing fixture schedule, etc., for the mechanical systems and equipment schedule.
 - h. Preliminary plans of the electrical systems.
 - i. Energy analysis report for the mechanical phase.
 - j. Interior Design Services:
 1. Design and present, to the COUNTY, at least two (2) color scheme boards including interior colored elevations;
 2. Select, for approval by the COUNTY, floor finishes, wall finishes, and ceiling treatment;
 3. From the selected finishes noted above, produce and provide on the Contract Documents the required information for incorporation of these items into the basic Contractor's Contract.
 - k. Vertical circulation plans.
 - l. Graphic design/signage plans.

3.3.6 The CONSULTANT shall make formal presentations during this phase to the Director of _____ or designee, and the Board of County Commissioners, if required.

3.4 CONSTRUCTION DOCUMENTS PHASE

Upon review of the Design Development Phase submittal, and issuance by the COUNTY of a written "Notice to Proceed," the CONSULTANT shall perform the following:
The CONSULTANT shall prepare final design documents as follows:

3.4.1 Prepare final calculations, construction documents and specifications setting forth in detail each discipline's requirements into a cohesive whole from the COUNTY'S accepted schematic/design development documents.

3.4.2 Compile the PROJECT manual including conditions of the contract, bidding documents and specifications.

3.4.3 Prepare a statement of probable construction cost.

3.4.4 A fixed limit of construction cost shall be established as the approved Statement of Probable Construction Cost following the Construction Documents Phase.

3.4.5 Should construction bids exceed the Statement of Probable Construction Cost, the CONSULTANT, at his own expense, shall make all changes and/or corrections to the design, if necessary, to bring the PROJECT into the approved budget amount discussed above.

The CONSULTANT shall advise the COUNTY of any adjustments to previous preliminary estimates of construction cost indicated by changes in requirements or general market conditions.

The CONSULTANT, in representing the COUNTY assumes the responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the PROJECT. This should be done no later than the ninety percent (90%) completion point of this phase. Plans and technical specifications should be complete and ready for bidding.

3.5 BIDDING PHASE

The CONSULTANT shall prepare with the COUNTY'S assistance the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the COUNTY and the Contractor. The CONSULTANT also, shall bear the cost of _____ (_____) complete sets of documents (plans and specifications), two (2) of which shall be signed and sealed by the CONSULTANT as original record sets for the PROJECT. Each sheet in the two (2) construction plans print sets shall be signed, sealed and dated. The title sheet only of the two (2) specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

3.5.1 The CONSULTANT, following the COUNTY'S review of the Construction Documents and of the latest Statement of Probable Construction Cost, shall be available to assist the COUNTY in obtaining bids, and in preparing and awarding construction contracts for each bid package. The CONSULTANT shall assist conducting pre-bid conferences, and shall prepare a Bid Tabulation spreadsheet following receipt of bids.

3.5.2 If the Advertisement for bids has not commenced within sixty (60) days after the CONSULTANT submits the approved Construction Documents to the COUNTY, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the Construction Documents to the COUNTY and the date on which the Advertisement for Bids occurred.

3.5.3 The CONSULTANT shall prepare any required addenda to construction plans and specifications on the PROJECT during the bidding phase affecting the CONSULTANT'S plans and specifications. The CONSULTANT shall also provide any addenda during the Construction Phase in sufficient quantity to distribute to all necessary parties as determined by the COUNTY. Addenda material shall be placed in envelopes by the CONSULTANT for mailing by the COUNTY. The CONSULTANT shall also furnish certified mail receipt material and prepare mailing labels. The COUNTY shall mail all addenda.

3.6 CONSTRUCTION PHASE

All contact and/or communication from the CONSULTANT to the Contractor shall be coordinated with the knowledge of the COUNTY.

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for COUNTY.

3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any subconsultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the COUNTY.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the COUNTY as required by construction exigencies. Response to any request must be received by the COUNTY within twenty-four (24) hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the COUNTY of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the COUNTY.
10. Assist in the establishment by the COUNTY of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the COUNTY'S use.
13. The CONSULTANT shall visit the facility at initial occupancy and at three (3) month, six (6) month and one (1) year after issuance of the Certificate of Substantial Completion. On the facility visit the CONSULTANT shall observe, troubleshoot and assist in the operation of building systems. This shall not relieve the CONSULTANT of other needed visits to the facility should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The CONSULTANT will provide one (1) set of signed and sealed prints and one (1) CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the COUNTY within thirty (30) days following completion of construction.
17. Consult with, and recommend solutions to, the COUNTY during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.

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19. Document noted defects or deficiencies and assist the COUNTY in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the CONSULTANT with all the required project close out material for CONSULTANT'S use in the warranty period services.
21. The Contractor shall have prime responsibility in the warranty period for all services herein. The CONSULTANT shall assist, consult, observe review and document as noted.

(The section below is optional and should be included if full-time inspection services are desired.)

B. Full-Time Construction Contracts Administration Services

1. The CONSULTANT shall provide full construction contract administration services with the following staff positions on site:

(Need for the following positions should be negotiated with the CONSULTANT based on the size of the PROJECT.)

- a. Senior Architect/Construction Administrator;
 - b. One (1) Architectural Inspector;
 - c. One (1) MEP Coordinator and Inspector;
 - d. Field Secretary and Clerk.
2. The CONSULTANT, as representative of the COUNTY during construction, shall advise and consult with the COUNTY and all of the COUNTY'S instructions to the Contractor shall be issued through the CONSULTANT. Through continuous on-site observations of the work in progress and field checks of materials and equipment the CONSULTANT shall endeavor to provide protection for the COUNTY against defects and deficiencies in the work of the Contractor.
 3. Based on such observations at the site and on the Contractor's Application For Payment, the CONSULTANT shall determine the amount owing to the Contractor and shall prepare Pay Requests for such amounts. The issuance of Pay Requests shall constitute a representation by the CONSULTANT to the COUNTY that the Work has progressed to the point indicated; that to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Construction Contract Documents subject to minor deviations from the Construction Contract Documents correctable prior to completion, and to any specific qualifications stated in the Pay Request, and that the Contractor is entitled to payment in the amount certified. The CONSULTANT shall review claims for extra compensation, or extensions of time from the Contractor, make recommendations to the COUNTY concerning validity, and prepare responses for the COUNTY.
 4. The CONSULTANT shall be, in the first instance, the interpreter of the requirements of the Construction Contract Documents. The CONSULTANT shall render opinions on all claims of the COUNTY or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The CONSULTANT'S decisions in matters relating to artistic effect shall be final if consistent with the intent of the Construction Contract Documents.
 5. The CONSULTANT shall have authority to reject Work, which does not conform to the Construction Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the

Construction Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Construction Contract Documents whether or not such Work be then fabricated, installed or completed.

6. The CONSULTANT shall review and approve shop drawing, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the information given in the Construction Contract Documents.
7. The CONSULTANT shall prepare Change Orders. All Change Orders must be submitted to the COUNTY for review and approval by the Board of County Commissioners before any work covered by such Change Orders can begin.
8. The CONSULTANT shall:
 - a. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the COUNTY concerning acceptability; and
 - b. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
9. The CONSULTANT shall:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, and Field Orders, additional Drawings issued subsequent to the execution of the Contract. Clarifications and interpretations of the Contract Documents, progress reports, and other PROJECT related documents;
 - b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, list of job site equipment, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to the COUNTY;
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment;
 - d. Furnish the COUNTY no less than monthly reports of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals;
 - e. Report immediately to the COUNTY upon occurrence of any accident;
 - f. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof, and observe, record and report to the COUNTY appropriate details relative to the test procedures and startups;
 - g. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, and record the results of these inspections; and
 - h. During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the COUNTY prior to final payment for the Work.
10. The CONSULTANT shall before the issuance of a Certificate of Substantial Completion:

- a. Submit to the Contractor a list of observed items requiring completion or correction;
- b. Conduct final inspection in the company of the COUNTY, and Contractor and prepare a final list of items to be completed or corrected, and
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the COUNTY concerning acceptance.

C. The CONSULTANT shall not: (Applies in all cases/NOTE: Always include)

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the COUNTY;
2. Undertake any of the responsibilities of the Contractor, subcontractor or Contractor's superintendent;
3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents;
4. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work; and
5. Accept Shop Drawing or sample submittals from anyone other than the Contractor.

3.7 PROVISIONS RELATED TO ALL PHASES

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

3.7.2 The CONSULTANT will coordinate work designed by various disciplines.

3.7.3 The CONSULTANT will furnish check prints for every project phase including five (5) sets at the 50% point of each phase and at every PROJECT phase completion. One (1) set of paper sepias shall be provided to the COUNTY for Owner-provided printing and distribution.

3.7.4 The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the construction plans.

a. Five (5) copies of the design notes and computations shall be submitted to the COUNTY with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any COUNTY comments shall be resubmitted. At the PROJECT completion, a final set of the design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the record set of plans and tracings.

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

- 1) Design criteria used for the PROJECT.
- 2) Lighting calculations.
- 3) Structural calculations.
- 4) Drainage calculations.
- 5) Acoustical calculations.
- 6) HVAC calculations.
- 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
- 8) Calculations showing probable cost comparisons of various alternatives considered.

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- 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
- 10) Other PROJECT-related correspondences as appropriate.

3.7.5 Each set of plans for the PROJECT shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the COUNTY.

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

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

3.7.8 Other CONSULTANT responsibilities shall be as listed below:

- a. Provide necessary sealed drawings to obtain building permits or any utility permit.
- b. Assist the COUNTY in Contractor claims and/or litigation.
- c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the COUNTY against claims by suppliers or third parties.

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

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

3.8 PERMIT APPLICATIONS AND APPROVALS

3.8.1 The CONSULTANT shall prepare all permit applications, data and drawings required for submittal BY THE COUNTY for approval of local, state and federal agencies.

3.8.2 The CONSULTANT shall, at no additional cost to the COUNTY, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the PROJECT.

3.8.3 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 all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.

3.9 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

3.9.1 The requirements of the various utility services shall be recognized and properly coordinated with the PROJECT design.

3.9.2 Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the PROJECT.

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY

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

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

- B. Reproduces of the COUNTY Engineering Department Standard Drawings applicable to the PROJECT.
- C. Sample copies of the COUNTY standard contract documents and specifications.
- D. Preparation of legal (front-end) section of the specifications.

**SECTION 5
PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON**

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

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

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

5.3 The CONSULTANT shall participate in Monthly PROJECT Conferences with COUNTY staff personnel. The meetings will be scheduled by the COUNTY at a location provided by the COUNTY.

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

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

**SECTION 6
PAYMENT GUIDELINES AND CATEGORY OF SERVICES**

6.1 BASIC SERVICES

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

6.2 CONTINGENCY SERVICES

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

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

6.3 ADDITIONAL SERVICES

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

6.4 INVOICING

The CONSULTANT may submit invoices for fees earned on a monthly basis. 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 Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

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

- A. Soil Analysis/Geotechnical Investigations.
- B. Contamination Assessments/Hazardous Material Analysis (if required).
- C. Aerial Photography (if required).
- D. Payment of Permit Fees (if required).
- E. Payment of the Public Information Meeting Advertisements, if required.
- F. Payment of the Court Reporter for public meetings, if required.
- G. Printing and Binding Services.

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

All progress reports shall be mailed to the attention of _____, Director of _____.

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

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

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

Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

A Lump Sum Fee of: _____ (TYPE AMOUNT UPPER/LOWER NOT UNDERSCORED) (INSERT DOLLAR AMOUNT IN PARENTHESIS) for the Architectural Programming Phase of the PROJECT.

A Lump Sum Fee of: _____ (TYPE AMOUNT UPPER/LOWER NOT UNDERSCORED) (INSERT DOLLAR AMOUNT IN PARENTHESIS) for the Schematic Design Phase of the PROJECT.

A Lump Sum Fee of: _____ (TYPE AMOUNT UPPER/LOWER NOT UNDERSCORED) (INSERT DOLLAR AMOUNT IN PARENTHESIS) for the Design Development Phase of the PROJECT.

A Lump Sum Fee of: _____ (TYPE AMOUNT UPPER/LOWER NOT UNDERSCORED) (INSERT DOLLAR AMOUNT IN PARENTHESIS) for the Construction Documents Phase and Bidding Phase of the PROJECT.

A Lump Sum Fee of: _____ (TYPE AMOUNT UPPER/LOWER NOT UNDERSCORED) (INSERT DOLLAR AMOUNT IN PARENTHESIS) for the Construction Consultant Services as described in Section 3.6A.

(*INCLUDE IF NECESSARY)

*For the services provided for under Section 3.6B, Full-Time Construction Contracts Administration, the COUNTY agrees to pay the CONSULTANT an amount equal to the CONSULTANT'S direct labor costs times a factor of _____ for all services rendered by the CONSULTANT'S staff assigned to the job site, up to an amount not to exceed _____ (TYPE AMOUNT UPPER/LOWER NOT UNDERSCORED) (INSERT DOLLAR AMOUNT IN PARENTHESIS)

*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 above fees shall constitute the total not to exceed amount of _____ (TYPE AMOUNT UPPER/LOWER NO UNDERSCORED) (INSERT DOLLAR AMOUNT IN PARENTHESIS) to the CONSULTANT for the performance of the Basic Services.

7.2 For Basic reimbursable services as listed in Section 6, the COUNTY agrees to reimburse the CONSULTANT for actual costs up to an amount not to exceed _____ dollars (\$_____).

7.3 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed _____ dollars (\$_____)

7.4 Total agreement amount _____ dollars (\$_____).

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7.5 The compensation rate in Exhibit B shall be adjusted annually on the anniversary date of the AGREEMENT each year, by the percentage increase in the Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, from the previous year, over the life of this AGREEMENT. The first CPI escalation increase shall take effect on the first anniversary date of AGREEMENT.

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

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

SECTION 8 PERFORMANCE SCHEDULE

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

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

8.2 The Schematic Design Phase submittal shall be submitted to the COUNTY within _____ **(TYPE NUMBER UPPER/LOWER NO UNDERSCORE) (INSERT NUMBER IN PARENTHESIS)** calendar days of the "NOTICE TO PROCEED."

8.3 The Design Development Phase submittal shall be submitted to the COUNTY within _____ **TYPE NUMBER UPPER/LOWER NO UNDERSCORE) (INSERT NUMBER IN PARENTHESIS)** from the date of the Design Development Phase "NOTICE TO PROCEED."

8.4 The Construction Documents submittal shall be submitted to the COUNTY within _____ **(TYPE NUMBER UPPER/LOWER NO UNDERSCORE) (INSERT NUMBER IN PARENTHESIS)** the time from the date of Construction Documents "NOTICE TO PROCEED."

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

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

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

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

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

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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The COUNTY reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged.

**SECTION 11
SATISFACTORY PERFORMANCE**

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

**SECTION 12
RESOLUTION OF DISAGREEMENTS**

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

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

SAMPLE

**SECTION 13
CONSULTANT'S ACCOUNTING RECORDS**

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

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

13.3 For the purpose of such audits, inspections, examinations and evaluations, the COUNTY'S agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until three (3) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

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

**SECTION 14
OWNERSHIP OF PROJECT DOCUMENTS**

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

**SECTION 15
INSURANCE COVERAGE AND INDEMNIFICATION**

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

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

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

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

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

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

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

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

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

**SECTION 22
TERMINATION OF AGREEMENT**

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

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

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

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

**SECTION 23
AGREEMENT TERM**

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

**SECTION 24
CONFLICT OF INTEREST**

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An

interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

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

**SECTION 25
ENTIRE AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

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

SAMPLE

**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: _____
Title: _____ Date: _____

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Print Name: _____
Title: _____ Date: _____

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: _____
Office of the County Attorney

