



BOARD OF COUNTY COMMISSIONERS

DATE: March 22, 2011
AGENDA ITEM NO. 20

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature: 

Subject:

Approval of Final Agreement - Design Professional Consulting Services for the Public Safety Facilities & Centralized Communications Center
Contract No. 090-0402-NC(AM)
PID No. 1635

Department:

Real Estate Management / Purchasing

Staff Member Responsible:

Paul S. Sacco / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED AGREEMENT FOR DESIGN PROFESSIONAL CONSULTING SERVICES FOR THE PUBLIC SAFETY FACILITIES AND CENTRALIZED COMMUNICATION CENTER (PSF/CCC) WITH HARVARD JOLLY, INC. (HARVARD JOLLY), ST PETERSBURG, FLORIDA IN AN AMOUNT NOT TO EXCEED \$3,978,000.00.

IT IS FURTHER RECOMMENDED AFTER PROPER EXECUTION OF THE AGREEMENT BY HARVARD JOLLY THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK OF THE COURT ATTEST

Summary Explanation/Background:

On November 16, 2010, the Board, in accordance with the County's Consultant Competitive Negotiation Act (CCNA) procedures approved selection of Harvard Jolly as the Architect of Record for the PSF/CCC located at 10750 Ulmerton Road, Largo. The Board further authorized staff to proceed to negotiate a final contract.

The services required for this project relate to Design Professional (DP) Services for a Construction Management (CM) at Risk delivery of a storm hardened PSF/CCC of approximately 200,000 square feet. The project site is on a 40 acre County owned location at the southwest corner of Ulmerton Road and Seminole Boulevard. The Pinellas County Sheriff's Office and Pinellas Pasco Medical Examiner currently occupy the site.

The PSF/CCC will include the County's Emergency Operations Center, Emergency Communications 911 Dispatch, Emergency Medical Services Dispatch, and the Sheriff's Administrative/Operational and Dispatch headquarters. The project scope also entails demolition of existing structures, extensive site redevelopment for surface parking of 500 vehicles, structured parking for 800 vehicles, landscaping, site amenities, drainage, utility upgrades, and a central energy plant. In addition, the facility will be designed to be Leadership in Energy and Environmental Design (LEED) certified.

Harvard Jolly will utilize existing design documents prepared by a previous DP and they will complete them. At 100% completion of the construction documents, they will coordinate with the CM to develop a Guaranteed Maximum Price (GMP), and, following Board approval, they will provide construction administration services.

Fiscal Impact/Cost/Revenue Summary:

Total cost of DP services for the entire project is \$3,978,000.00

The total project budget is \$81,400,000.00

Funding to support this project is budgeted in the County's Capital Improvement Program. The source of funding for this Project is the infrastructure Sales Tax (Penny for Pinellas): Public Safety and Hurricane Preparedness allocation.

Exhibits/Attachments Attached:

Contract Review

Agreement fo Design Professional Consultant Services for Construction Management at Risk Projects

Project Financial Overview



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.:
36063

PROJECT: Public Safety Facilities Centralized Communication Center PID 1635

BID NUMBER: 090-0402-NC(AM) REQ. NUMBER: N/A

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

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

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

RISK MANAGEMENT: Please enter required liability coverage on pages: PRODUCT ONLY
This is an annual contract. Estimated Expenditure:

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> J. Lauro, Director	2/8/11	<i>[Signature]</i>	need attachments	OK <i>[Signature]</i>
2.	<u>Requesting Dept.</u> Paul Sacco REM, Director Mario Ferfaglia Tom Borawski	2/9/11 2/9/11 2/9/11	<i>[Signature]</i> MF TJB	Document needs pg #'s See Note regarding LEEDS SEE SCHEDULE 1	OK <i>[Signature]</i>

Using Dept please provide below information:
 Yes, funding for this requisition is using grant Funding. No, funding for this requisition is not using grant Funding.
 If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.
Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	<u>Risk Management Director</u> Attn: Will Davis & (Check applicable box at right)	2/17/11	<i>[Signature]</i>	Changes to Article 17	OK <i>[Signature]</i> HIGH RISK NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams	2/23/11	<i>[Signature]</i>	revise totals on Article 8.	OK <i>[Signature]</i>
5.	<u>Asst. County Administrator</u>				
6.	<u>Asst. County Administrator</u> Attn: M. Woodard	2/24/11	<i>[Signature]</i>	→ LEED - Stds only, not certified. Could id additional cost + Ask	OK <i>[Signature]</i>
7.	<u>Legal</u> Attn: Jason Ester ✓ Attn: Michelle Wallace	2/25/11 2/29/11	<i>[Signature]</i> MW	-3.4.12 BCC for policy decision. -3.1.C Jason will sign final agreement.	OK <i>[Signature]</i>

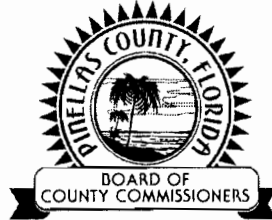
RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Joe Lauro at Extension 44710
 In order to meet the following schedule, please return your requirements to Purchasing by:

Revised 08/2010

TENTATIVE DATES
Bid Mail Out:
Bid Opening:
Purchasing Director Approval:

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



AGREEMENT FOR
PINELLAS COUNTY REAL ESTATE MANAGEMENT
DESIGN PROFESSIONAL CONSULTING SERVICES
(FOR USE ON CONSTRUCTION MANAGEMENT PROJECTS)

PUBLIC SAFETY FACILITIES AND CENTRALIZED COMMUNICATIONS CENTER
10750 ULMERTON ROAD
LARGO, FLORIDA 33778
PROJECT NO. 1635

HARVARD JOLLY, INC.
2714 – Dr. M. L. King Jr. Street North
St. Petersburg, FL 33704

AGREEMENT PREPARED BY
REAL ESTATE MANAGEMENT DEPARTMENT

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AGREEMENT FOR DESIGN PROFESSIONAL CONSULTING SERVICES

**PUBLIC SAFETY FACILITIES AND CENTRALIZED COMMUNICATIONS
CENTERPROJECT NO. 1635**

**ARTICLE 1
INTENT OF AGREEMENT**

THIS AGREEMENT, entered into on the _____ day of _____, 2011 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the Owner, represented by its Board of County Commissioners, and HARVARD JOLLY, INC. with offices in St. Petersburg, Florida, hereinafter referred to as the Design Professional "DP".

WITNESSETH, That:

WHEREAS, the Owner intends to: construct the Public Safety Facilities and Centralized Communication Center located at 10750 Ulmerton Road, Largo, FL, the aforementioned improvements hereinafter referred to as the Project; and

WHEREAS, the Owner desires the DP to provide the Professional Services requisite to the implementation of the Project; and

WHEREAS, the DP has expressed the willingness and ability to provide the aforementioned services; and

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

ARTICLE 2
GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

2.2 The Project shall be designed by the DP in accordance with the Design and Construction Standards for Pinellas County Construction Projects and Pinellas County Design Phase(s) Submission Standards,

2.3 The Owner shall decide all questions arising from the interpretation of the recommendations, provisions, and data contained in the various documents listed above.

ARTICLE 3
SCOPE OF PROJECT

3.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

The Owner desires to construct the Public Safety Facilities & Centralized Communications Center located at 10750 Ulmerton Road, Largo, FL. The DP shall furnish professional services necessary to develop construction plans and specifications to obtain building permits, to allow construction of the following:

A. The Public Safety Facilities & Centralized Communications Center will be the primary structure hardened to PC3 and PC4 wind performance categories of approximately two hundred thirty thousand (230,000) square feet. It will include the County's Emergency Operations Center (EOC), Emergency Communications 911, Emergency Medical Services (EMS), Backup Control Center for the County's Intelligent Transportation System (ITS), Sheriff's Dispatch Center, and the Sheriff's administrative and operational headquarters. The Project also entails a free-standing vehicle maintenance building and central energy plant, demolition of existing structures, site redevelopment for surface parking of approximately five hundred (500) vehicles and structured parking for approximately eight hundred (800) vehicles. The Project will be Leadership in Energy and Environmental Design (LEED) certified.

B. The scope of services shall include, but is not limited to, the preparation of architectural, civil, structural, mechanical, plumbing, fire sprinkler, fire alarm, electrical, telecommunications, building automation, security and lighting design and construction documentation.

C. Pinellas County previously retained the services of ARC3 Architecture, Inc., architectural firm for design progress documents (Attachment 3) dated January 12, 2009 setting forth the Program Requirements for the Project. The DP will adopt said design progress documents to complete the design of the Project. The DP may modify the design progress drawings to the least extent necessary to meet code requirements and Owner approved enhancements to the Project.

D. The Owner and DP mutually acknowledge that a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) [or other] green building-rating system. The Owner acknowledges that the LEED process, procedures and certification will extend and be achieved after Substantial Completion and will be subject to the LEED-certification processes and procedures as determined by the USGBC. The DP will facilitate and coordinate the LEED certification for the Project. The DP cannot guarantee LEED certification or the actual performance of the building(s) based on the DP's design drawings, specifications, or other resource use or consumption modeling for the Project, nor can the DP guarantee certain performance levels anticipated through the LEED-certification. The DP shall perform all services under its control to obtain LEED-certification. The Owner and DP acknowledge that LEED-certification will require input and effort from the Owner and the Construction Manager as well as other consultants, contractors and other parties associated with this Project that are not parties to this Agreement.

3.1.1 The DP shall perform its services in conjunction and coordination with the services of the Construction Manager in furthering the interests of the Owner.

3.1.2 The services provided by the DP under this contract shall include, at a minimum, the professional disciplines of:

- A. Architectural Design & Engineering
- B. Civil Engineering
- C. Structural Engineering
- D. Mechanical Engineering
- E. Electrical Engineering
- F. Plumbing Engineering
- G. Fire Protection Engineering
- H. Specialty Consultants as required to perform services outlined in the program and scope of services above.
 - 1. Security
 - 2. Landscape and Irrigation Design
 - 3. Interior Design
 - 4. Threshold Inspection
 - 5. LEED
 - 6. Acoustical
 - 7. ITS (Intelligent Transportation Systems)

3.2 PROJECT PHASES

The DP shall complete the Project in the phases as shown below. Specific services to be provided are described in ARTICLE 4.

3.2.1 Feasibility Phase (Not Applicable)

3.2.2 Architectural Programming Phase (Not Applicable)

3.2.3 Master Planning Phase (Not Applicable)

3.2.4 Schematic Design Phase (Not Applicable)

3.2.5 Design Development Phase

3.2.6 Construction Documents Phase

3.2.7 Bidding Phase

3.2.8 Construction Phase

3.3 KEY PERSONNEL

The individual(s) named in Schedule 1 and/or such other individuals who are to be assigned to work under this contract are necessary for the successful performance of this contract. The DP agrees that whenever for any reason, one or more of the aforementioned individuals are unavailable for performance under this contract; the DP shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications as approved by the Owner's Representative.

The DP shall submit to the Owner 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 contract. Should the Owner decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the Owner determines they are not qualified to perform the work assigned, the Owner will advise the DP accordingly. The DP shall then submit name(s) and qualifications of an individual(s) to the Owner until a determination is made by the Owner that the replacement individual(s) has substantially equal abilities and qualifications of the individual(s) named herein.

3.4 GENERAL DESIGN CONDITIONS AND PROVISIONS

3.4.1 For the purposes of this Agreement, the term Project shall include all areas of proposed improvement, 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 a satisfactorily completed product. The DP, by executing this Agreement, acknowledges that he has familiarized himself with the Project and accepts the responsibility to provide the Owner, without additional compensation, a product that is complete in every respect and which fulfills the intent of this Agreement, whether or not all necessary items of work are specifically included herein.

3.4.2 The DP shall furnish all design services necessary to perform all Project design phases and prepare complete construction plans and construction specifications in accordance with the intent of this Agreement.

3.4.3 The DP shall coordinate and solicit input, with the assistance of the Owner's Representative, from the appropriate department and user agencies affected by the Project.

3.4.4 The DP 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.

3.4.5 The DP shall submit all Owner deliverables in accordance with the requirements set forth in Exhibit A - Requirements for Submittals To Owner.

3.4.6 The DP shall develop acceptable alternates to all design recommendations, which the Owner's Representative may declare unacceptable.

3.4.7 The DP shall submit to the Owner design notes and computations to document the design conclusions reached during the development of the design phases as described in the submission standards.

3.4.8 The DP shall make any such revisions requested by the Owner for design submittal approval. Following the review of each design phase submittal, receipt of satisfactory responses by the DP to all review comments, and determination that the submittal is acceptable to the Owner, the Owner will approve the design and provide written authorization to proceed to the next phase.

3.4.9 Owner requested changes to the approved design shall be considered a change in scope and become subject to negotiations with the Owner for additional design fees as long as the changes are not due to budget limitations.

3.4.10 Invoicing from the DP and payment by the Owner shall be directly correlated to submittal progress.

3.4.11 The DP shall work with the Owner to pursue a Leadership in Energy and Environmental (LEED) certification for the Project at the Certified level through implementation of green building practices for the appropriate design phase credits and requisite Building Commissioning Services. At the direction of the Owner, the Project Manager will instruct the DP to design the project to LEED standards without obtaining actual certification and shall return a credit to the Owner.

3.4.12 The DP shall provide Threshold Building Inspection as defined in Chapter 553, Florida Statutes.

3.4.13 BIM (Building Information Modeling) will be utilized on the Administration/EOC Building and Central Energy Plant in combination with AutoCad. All other buildings will utilize AutoCad only. The DP shall maintain the model to the Harvard Jolly, Inc. standards.

3.4.14 Other DP responsibilities shall be as listed below:

- A. Provide necessary sealed drawings to obtain building permits or any utility permit.
- B. Shall assist the Owner in Construction Manager claims and/or litigations.
- C. Shall review the adequacy and completeness of documents submitted by the Construction Manager to protect the Owner against claims by suppliers or third parties.

3.5 CONSTRUCTION COST

3.5.1 Evaluations of the Owner's Project budget and Statements of Estimated Probable Construction Costs prepared by the DP, represent the DP's best judgment as a design professional familiar with the construction industry.

3.5.2 Construction Cost estimating shall be the responsibility of the Construction Manager. The DP shall furnish drawings and specifications to the Owner and Construction Manager as set forth in Article 4 – SERVICES TO BE FURNISHED BY THE DESIGN PROFESSIONAL, on the basis of which the Construction Manager shall prepare detailed estimates of Construction Costs and, at the time identified in Article 4, a proposed Guaranteed Maximum Price. The DP shall also furnish Statements of Estimated Probable Construction Costs as set forth in Article 4. The DP and Construction Manager shall work

together to reconcile any material differences in their respective estimates. Drawings and specifications produced by the DP shall, except as otherwise authorized or directed by the Owner, be consistent with or reasonably inferable from design documents upon which previously reconciled cost estimates are based. The DP shall study and consider cost saving proposals made by the Construction Manager, shall itself initiate such proposals when necessary and appropriate, and, at the Owner's written request, shall incorporate such proposals into the Drawings and Specifications provided they are consistent with the design intent of the Project and within generally accepted standards of DP practice. Such study, consideration and incorporation shall be a Basic Service.

3.6 CONSTRUCTION MANAGER PRECONSTRUCTION PHASE

3.6.1 When Project requirements have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the DP's review and the Owner's approval. The Construction Manager shall obtain the DP's approval when reporting the preliminary Project schedule relating to the performance of the DP's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, DP and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial and Final Completion.

3.6.2 The Construction Manager and the DP shall jointly schedule and attend regular meetings with the Owner and evaluate preliminary design drawings. The DP shall prepare and distribute minutes of these meetings, and the Construction Manager shall verify the accuracy and completeness of the minutes.

ARTICLE 4 SERVICES TO BE FURNISHED BY THE DESIGN PROFESSIONAL

- 4.1 FEASIBILITY PHASE (NOT APPLICABLE)
- 4.2 ARCHITECTURAL PROGRAMMING PHASE (NOT APPLICABLE)
- 4.3 MASTER PLANNING PHASE (NOT APPLICABLE)
- 4.4 SCHEMATIC DESIGN PHASE (NOT APPLICABLE)
- 4.5 DESIGN DEVELOPMENT PHASE

4.5.1 Upon issuance by the Owner of a written "Notice to Proceed", the DP shall perform the following:
4.5.1.1 The preparation of design development documents to level which will determine that the facility can be satisfactorily constructed in all task areas by all disciplines.

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

4.5.1.3 Material research and outline specifications.

4.5.1.4 Statement of Estimated Probable Construction Cost.

4.5.2 The DP shall make formal presentations during this phase to Owner's Representative and other appropriate personnel as directed.

4.5.3 The DP shall submit the Design Development Documents, together with the Statement of Probable Construction Cost to the Owner and Construction Manager for review. On the basis of such review, the Construction Manager shall furnish a preconstruction cost estimate. After working with the Construction Manager to reconcile the Construction Manager's estimate with the estimate submitted by the DP, the DP shall, if requested by the Owner, study, consider, initiate, and/or implement cost savings proposals in accordance with the process described in 3.5.2. A Reconciled Cost Report approved by the DP shall be provided by the Construction Manager describing the resolutions of the DP and Construction Manager's estimates.

4.6 CONSTRUCTION DOCUMENTS PHASE

4.6.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, and issuance by the Owner of a written "Notice to Proceed" from the Owner's Representative, the DP shall prepare and submit to Owner and Construction Manager Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. Construction Documents shall be provided to Owner and Construction Manager at the 60% stage and when 100%.

4.6.2 The DP shall submit its Statement of Probable Construction Cost to Owner and Construction Manager at the same time as it submits 60% Construction Documents. Upon receipt of the Owner's approval of 60% Construction Documents, if any, the DP shall prepare and submit 100% Construction Documents to the Owner and the Construction Manager.

4.6.3 Upon Owner's approval of 100% Construction Documents and the Construction Manager's Reconciled Cost Report, the Construction Manager will prepare an initial Guaranteed Maximum Price proposal based on such Construction Documents. The DP shall resolve with the Owner any apparent discrepancy between the final cost estimate of the Construction Manager and the scope of work and requirements of the Owner. The DP shall assist the Owner in its negotiations with the Construction Manager in an effort to develop an acceptable Guaranteed Maximum Price. If the Owner does not accept the Construction Manager's Guaranteed Maximum Price proposal because it exceeds Owner's budget for the Project, the DP shall revise the Construction Documents in a manner acceptable to Owner and Construction Manager, to bring the Guaranteed Maximum Price to an amount within Owner's budget or greater amount, if approved by Owner, all in accordance with the process described in 3.5.2. Additional services will apply if the DP relied on the Construction Manager cost estimate at 60% Construction Documents to finalize 100% Construction Documents.

4.6.4 The Owner shall cause the Construction Manager to furnish to the Owner and the DP a complete list of allowances, exclusions and any assumptions utilized by the Construction Manager in the development of the initial Guaranteed Maximum Price proposal and the finally agreed Guaranteed Maximum Price with respect to (a) changes in the initial set of Construction Documents on which the proposed or agreed Guaranteed Maximum Price is based, and/or (b) Project components not fully described in such Construction Documents. The DP shall review and analyze such assumptions, and shall submit a written analysis of them to the Owner, pointing out any that, in the DP's opinion, are inaccurate, inconsistent with the design intent of the Project or not in accordance with the generally accepted standards of professional practice. Upon resolution by the Owner, Construction Manager and DP of the

issues raised in such written analysis, the DP shall complete or modify the Construction Documents as needed.

4.6.5 After the Guaranteed Maximum Price has been accepted by the Owner, the DP shall incorporate into the Construction Documents any revisions which are necessary due to inaccurate assumptions made in the development of the Guaranteed Maximum Price.

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

4.6.7 The DP representing the Owner assumes the responsibility for the approval of governmental authorities having jurisdiction over the Project. This should be done at the appropriate completion point of the phase to comply with Agency requirements.

4.7 BIDDING PHASE

4.7.1 Prior to beginning the competitive bid process to develop the Guaranteed Maximum Price, the Construction Manager shall furnish in writing to the Owner's Representative through the DP the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed to bid each principal portion of the Work. The DP shall reply within 14 days to the Construction Manager in writing stating (1) whether the Owner or the DP has reasonable objection to any such proposed person or entity, (2) whether the DP or Owner wishes to recommend another subcontractor or subcontractors to be added to the bid list, or (3) that the DP requires additional time for review. Failure of the Owner or DP to reply within the 10 day period shall constitute notice of no reasonable objection.

4.7.2 The DP shall attend the Construction Manager's pre-bid meetings with potential subcontractors and be available to respond to questions and/or issue addenda regarding the Construction Documents.

4.7.3 The DP shall submit to the Owner and Construction Manager a Corrected/Conforming Construction Document Set incorporating all design review and permit review comments, revisions or suggestions elicited during development of the Guaranteed Maximum Price Proposal, pre-bid inquiries, and other modifications made after the 100% Construction Documents have been submitted to the Owner and the Construction Manager.

4.8 CONSTRUCTION PHASE

4.8.1 The DP's responsibility to provide construction phase consultation services under this Agreement commences with the Owner's formal, written acceptance of the Construction Manager's Guaranteed Maximum Price Proposal. Subject to Article 24, The DP will assist the Owner in the administration of the Project as described in the Contract Documents during construction through the date the DP issues the final Certificate For Payment and concluding with the submission of all close-out documents required of the DP.

4.8.2 The DP will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. Interpretations and decisions of the DP will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the DP will endeavor to secure faithful performance by both Owner and Construction Manager,

will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith. The DP's response to such requests will be made in writing within 10 days of receipt of such requests.

4.8.3 The DP's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.8.4 The DP will review and respond to Requests for Information (RFI's) about the Contract Documents. The DP's response to such requests will be made in writing within 5 business days of receipt. If appropriate, the DP will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

4.8.5 The DP may recommend to the Owner that Owner reject Work that does not conform to the Contract Documents. Whenever the DP considers it necessary or advisable, the DP will have authority to require inspection or testing of the Work whether or not such Work is fabricated, installed or completed.

4.8.6 Based on the DP's evaluations of the Construction Manager's Applications for Payment, the DP will review and certify the amounts due the Construction Manager and will issue Certificates for Payment to the Owner in such amounts. The DP will, within three (3) business days after receipt of the Construction Manager's Application for Payment, either issue to the Owner a Certificate for Payment for such amount as the DP determines is properly due, or notify the Construction Manager and Owner in writing of the DP's reasons for withholding certification in whole or in part.

4.8.7 The DP shall review Change Orders and proposed Contingency Authorization, and may propose minor changes in the Work not involving adjustment in the Contract Sum (GMP) or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. The DP will respond within 14 days of receipt of the change orders or contingency authorizations.

4.8.8 The DP shall attend regularly scheduled construction meetings at the Site and shall provide such representation as may be required to fulfill the intent and interpretation of the Plans and Specifications for the Project. The DP shall also record and distribute minutes of these meetings.

4.8.9 The DP, will visit the site at intervals appropriate to the stage of the Work, at a minimum of once every week (BASED ON A CONSTRUCTION PERIOD OF BETWEEN (600) TO (720) CALENDAR DAYS), (1) to become generally familiar with and to keep the Owner informed about progress and quality of the portion of the Work completed (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and prepare related reports and communications and provide a written report of each visit. This field observation requirement shall include any subconsultants at appropriate construction points. For services extending beyond the construction period, refer to Paragraph 4.12, Additional Services. However, the DP may not make exhaustive or continuous on-site inspections. The DP will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

4.8.10 The DP will review and approve the Construction Manager's Submittal Schedule. The Submittal Schedule shall be (1) coordinated with the Construction Manager's construction schedule, and (2) allow the DP reasonable time to review submittals. The DP will respond within 10 days of receipt.

4.8.11 The DP will review and approve, or take other appropriate action upon, the Construction Manager's submittals such as, Shop Drawings, Product Data and Samples. The DP's action will be taken in accordance with the submittal schedule approved by the DP or, in the absence of an approved submittal schedule, within 10 days of receipt of submittal. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Manager as required by the Contract Documents. The DP's review of the Construction Manager's submittals shall not relieve the Construction Manager of its obligations.

4.8.12 Observe tests, inspections and approvals required of the DP by the Contract Documents and make appropriate written recommendations to the Owner.

4.8.13 Upon receipt of the Construction Manager's list and a Certificate of Occupancy from the Building Department having jurisdiction over the Project, the DP will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The DP's inspection shall disclose any item, whether or not included on the Construction Manager's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, DP shall notify Construction Manager in writing giving the reasons therefore.

4.8.14 The DP shall document noted effects or deficiencies and assist the Owner in preparing instructions to the Construction Manager for correction of noted effects. The Punch List shall be completed by the DP within the timeframes provided by Section 218.735(7)(a), Florida Statutes. Construction Manager shall be available to accompany the DP on a walk through of the entire Project, or phase of the Project determined by the Construction Manager to be Substantially Complete, within five (5) days of the issuance of the certificate of substantial completion at such time during regular working hours designated by the DP. The purpose of the walk through is to allow discussion, clarification or explanation relative to items which may become part of the Punch List as it is developed.

4.8.15 Review, upon notice by the Construction Manager, that work is ready for final acceptance and issue a final Certificate for Payment upon compliance by the Construction Manager with the requirements of the Contract Documents.

4.8.16 The DP, upon receipt from the Construction Manager, shall forward for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager.

4.8.17 The DP shall prepare as-built or record drawings at Project completion to include changes made to the Project by Change Orders, Addenda to the Construction Documents, Supplemental Information, field orders, field reports, Requests For Information, shop drawings, other directives and submittals and information provided by the Construction Manager.

4.8.18 The DP shall not: (APPLIES IN ALL CASES)

A. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the Owner;

- B. Undertake any of the responsibilities of the Construction Manager, subcontractor or Construction Manager's superintendent;
- C. 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;
- D. Advise on, issue direction regarding or assume control over safety precautions and programs in connection with the Work; and
- E. Accept Shop Drawing or sample submittals from anyone other than the Construction Manager.

4.9 PERMIT APPLICATIONS AND APPROVALS

4.9.1 The DP shall prepare for Owner review all permit information and assist the Construction Manager to obtain the permits required for the Project.

4.9.2 The DP shall prepare all permit applications, data and drawings required for submittal by the Owner for approval of local, state and federal agencies.

4.9.3 The DP shall, at no additional cost to the Owner, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the Project.

4.9.4 For the purpose of insuring the timely approval of all permits necessary for the construction of the Project, the DP shall schedule the necessary contacts and liaison with the Owner's Representative and 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.

4.10 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

4.10.1 The DP will investigate and confirm in writing to the Owner, to the best of the DP's knowledge, conformance with all applicable local public and utility regulations.

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

4.10.3 Drainage investigations and drainage design shall be coordinated with any public entity drainage district that may be affected by or have an effect on the Project.

4.11 BASIC SERVICES

4.11.1 The Services described and provided for under Article 3, and Articles 4.5 through 4.10 shall constitute the BASIC SERVICES to be performed by the DP under this Agreement.

4.11.2 Compensation for Basic Services shall be as provided for under Article 8.1.

4.12 CONTINGENCY SERVICES

4.12.1 When requested in writing by the Owner's Representative, the DP shall furnish services under Basic Services for changes in the Scope of Services.

4.12.2 Compensation for the services described above shall be as provided for under Article 8.2.

4.13 ADDITIONAL SERVICES

4.13.1 When requested in writing by the Owner's Representative and approved by the BOARD OF COUNTY COMMISSIONERS as an amendment to this Agreement, the DP shall provide such additional services for changes in the Scope of Services exceeding the upset limit for Contingency Services.

4.13.2 Compensation for Additional Services is as provided under Article 8.3.

4.14 REIMBURSABLE EXPENSES

4.14.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the DP and DP's consultants in the interest of the Project, as identified in the following subparagraphs:

4.14.2 Printing, reproduction and binding with prior approval only and as requested by the Owner's Representative, Copies and reproduction for DP's office use, DP's consultant use, sets for Owner submission requirements and copies associated with performing BASIC and ADDITIONAL SERVICES shall be included under the DP or DP's consultants overhead and shall NOT be reimbursable.

4.14.3 Courier and delivery costs directly associated with the project with prior approval only and as requested by the Owner's Representative. Support data shall include actual copies of the delivery forms clearly delineating the origin, destination, and reason or item(s) for delivery. Postage shall be included under the DP or DP's consultants overhead and shall NOT be reimbursable.

4.14.4 Permit and application fees required by other government agencies in the direct execution of the project and as authorized prior and in writing by the Owner's Representative.

4.14.5 Additional land or aerial surveys, geo-technical investigations and reports, testing, inspections, reports, videos, CD-ROMs, or other project specific related items as authorized by the Owner's Representative. Authorization shall be provided in writing by the Owner prior to the reimbursable expense being incurred.

4.14.6 Transportation and travel, along with associated travel costs, ONLY with written prior approval by the Owner and ONLY in strict accordance with the regulations as set forth in SECTION 112.061 of the FLORIDA STATUTES. Reimbursement for travel, when approved by the Owner, shall apply only to travel specifically related to the project. Normal and incidental travel to and from the job site shall NOT be reimbursed. Mileage for approved travel shall be reimbursed as currently scheduled in the Florida Statutes. A uniform travel voucher form per state standards shall be utilized in completing and submitting travel expenses. Travel expenses shall be collated for each trip with purpose noted thereon.

4.14.7 The DP shall include a detailed itemization of reimbursable expenses along with a complete attachment of pertinent receipts in each application for payment. The DP shall encircle the amounts to be added on each support data sheet so they may be readily totaled and verified by the Owner. Summaries are not acceptable. Copies of actual receipts, transaction slips, and prior written approval notes shall be submitted.

4.14.8 Compensation for Reimbursable Expenses is as provided under Article 8.4.

**ARTICLE 5
OWNER'S DUTIES AND RESPONSIBILITIES**

5.1 The Owner shall provide copies or CD-ROM of all existing maps, existing aerial photographs, as-built construction plans, files of original construction plans, proposed plans and other available information and data pertinent to the Project design, which the Owner may have in its possession.

5.2 The Owner shall provide copies or CD-ROM of the latest version of Pinellas County construction projects and design submission standards applicable to the Project.

5.3 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

5.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative, herein referred to as Owner's Representative shall render decisions in a timely manner pertaining to documents submitted by the DP in order to avoid unreasonable delay in the orderly and sequential progress of the DP's services.

5.5 The Owner's time to review and approve or take other appropriate action on all work submittals of the DP shall not exceed twenty-one (21) calendar days.

5.6 Review of DP's documents by the Owner shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's intent and such review shall not relieve the DP of any of its responsibilities. The Owner in no way obligates itself to check the DP'S work and further is not responsible for maintaining project schedules. Notwithstanding the foregoing, prompt written notice shall be given by the Owner to the DP if the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.

**ARTICLE 6
PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON**

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

6.1 Prior to the commencement of design activities, the Owner will conduct with the DP a pre-design conference for the purpose of discussing issues relative to the Project, plans preparation and submittal procedures and to convey to the DP such items provided for under Article 5 as may be required and available at that time.

6.2 The DP shall make presentations to the Owner's Representative 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 Owner's best interest.

6.3 The DP shall participate in project conferences with Owner staff personnel. The meetings will be scheduled by the Owner at a location provided by the Owner at least once per week.

6.4 The DP shall attend, as technical advisor to the Owner 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 Owner, shall either plead the Owner's case or provide engineering and technical assistance to the Owner in its pleading of the case.

6.5 The DP shall keep accurate minutes of all meetings and distribute copies to all attending within seven (7) calendar days after meeting. These meetings shall be set through the Owner's Representative. The minutes shall reflect all action items, who is to provide follow-up, the original schedule, current schedule and how the delay, if any will be addressed.

ARTICLE 7 PROGRESS REPORTS

7.1 Subsequent to receipt of the "NOTICE TO PROCEED," and prior to submittal of the first invoice for fees earned, the DP shall submit for the Owner's approval a detailed schedule including permitting showing the various work items comprising the total work effort estimated to be required for the completion of the BASIC SERVICES provided for in this Agreement, the weight of each work item in proportion to the total work effort, and the portion of the total BASIC FEE assigned to each work item.

7.2 The DP shall submit to the Owner, not later than the tenth (10th) day of each month, a progress report reflecting the Project design status, in terms of the total work effort estimated to be required for the completion of the BASIC SERVICES, as of the last day of the preceding month. The report shall show all work items, the percentage complete of each item, the percentage of total work effort represented by each item, and the percentage of total work effort completed.

7.3 All invoices and progress reports shall be mailed to the attention of:

Mario Ferfoggia, Sr. Registered Architect
Pinellas County Real Estate Management
Building Design & Construction Division
509 East Avenue South
Clearwater, Florida 33756

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

ARTICLE 8 COMPENSATION TO THE DP

8.1 For the BASIC SERVICES provided for in this Agreement, as defined under Article 4.10, the Owner agrees to pay the DP as follows:

8.1.1 For the Feasibility Phase of the Project, a Lump Sum Fee of:	(N/A)
8.1.2 For the Architectural Programming Phase of the Project, a Lump Sum Fee of:	(N/A)
8.1.3 For the Master Planning Phase of the Project, a Lump Sum Fee of:	(N/A)
8.1.4 For the Schematic Design Phase of the Project, a Lump Sum Fee of:	(N/A)
8.1.5 For the Design Development Phase of the Project, a Lump Sum Fee of:	\$1,279,740.00
8.1.6 For the Construction Documents Phase and Bidding Phase of the Project, a Lump Sum Fee of:	\$1,645,380.00
8.1.7 For Construction Phase Services, a Lump Sum Fee of:	\$ 731,280.00
8.1.8 For Building Commissioning services, a Lump Sum Fee of:	\$ 141,600.00

Basic Services: The above listed amounts shall constitute the total amount payable to the DP, up to a maximum not-to-exceed amount of: \$3,798,000.00

8.2 CONTINGENCY SERVICES, for the services provided for under Article 4.12, the Owner agrees to pay the DP, a negotiated fee for various work assignments, to be authorized on an as needed basis, up to a total amount not to exceed: \$ 200,000.00

8.3 ADDITIONAL SERVICES: For the services provided for under Article 4.13, the Owner agrees to pay the DP a negotiated total fee based on the work to be performed.

8.4 REIMBURSABLE EXPENSES: Included in Basic Services.

8.5 TOTAL COMPENSATION TO THE DP: \$3,978,000.00

8.6 The compensation provided for under Sections 8.1 through 8.4 shall be the total and complete amount payable to the DP for the services to be performed under the provisions of this Agreement, and shall include the cost of all materials, equipment, supplies and out-of-pocket expense incurred in the performance of the said services.

8.7 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the DP shall be as established by the Owner based on its determination of the percentage of Basic Services work effort completed to date of termination.

ARTICLE 9 SCHEDULE OF PAYMENTS

The Owner shall make monthly payments to the DP in accordance with the following terms:

9.1 The DP shall submit, with each of the monthly progress reports provided for under Article 7, an invoice for fees earned in the performance of BASIC SERVICES during the period covered by the progress report. The invoiced fee earned, expressed as a percentage of the BASIC SERVICES FEE, shall correspond to the percentage of the total work effort completed as reflected by the progress report.

9.2 Should an invoiced amount for fees earned in the performance of BASIC SERVICES, expressed as a percentage of the total BASIC FEE, appear to exceed the percentage of total BASIC SERVICES work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the DP to submit satisfactory evidence to support the invoice.

9.3 Fees specified for the services provided for under Articles 4.12 and 4.13 shall be identified as such on each invoice, and shall be due and payable in full upon the presentation of satisfactory evidence that the corresponding services have been performed.

9.4 In the event that this Agreement is terminated under the provisions of this contract and upon the DP'S compliance with the provisions of Article 16, and upon approval by the Owner of final invoices in accordance with the provisions of Article 8, the Owner shall make to the DP a final payment in the amount of said invoices, and the said payment shall discharge completely and forever the Owner's compensatory obligation to the DP for the services and materials provided for in this Agreement.

ARTICLE 10
PERFORMANCE SCHEDULE

Time is of the essence in this Agreement. The services to be rendered by the DP shall be commenced upon receipt from the Owner of written "NOTICE TO PROCEED." The DP shall plan and execute the performance of all services provided for in this Agreement in such manner as to insure their proper and timely completion in accordance with the following schedule; contingent upon approval of jurisdictional authorities:

- | | | |
|------|---|--------------------|
| 10.1 | The Feasibility Phase submittal shall be submitted to the Owner within (Calendar Days shown), from the date of the Feasibility Phase "NOTICE TO PROCEED". | (N/A) |
| 10.2 | The Architectural Programming Phase submittal shall be submitted to the Owner within (Calendar Days shown), from the date of the Architectural Programming Phase "NOTICE TO PROCEED". | (N/A) |
| 10.3 | The Master Planning Phase submittal shall be submitted to the Owner within (Calendar Days shown), from the date of the Master Planning Phase "NOTICE TO PROCEED". | (N/A) |
| 10.4 | The Schematic Design Phase submittal shall be submitted to the Owner within (Calendar Days shown), from the date of the Schematic Design Phase "NOTICE TO PROCEED." | (N/A) |
| 10.5 | The Design Development Phase submittal shall be submitted to the Owner within (Calendar Days shown) from the date of the Design Development Phase | (90 Calendar days) |

“NOTICE TO PROCEED”.

10.6 The Construction Documents submittal shall be submitted to the Owner within (120 Calendar days) (Calendar Days shown), from the date of the Construction Documents “NOTICE TO PROCEED”.

10.7 The DP shall not be held responsible for delays in the completion of the Project design when such delays are caused by the Owner.

10.8 It shall be the responsibility of the DP to notify the Owner promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform the Owner of all facts and details related to the delay. An extension of time for purposes of this paragraph will not entitle the DP to additional compensation.

ARTICLE 11 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

11.1 The services provided for under Article 4.12 shall be performed only upon prior written authorization from the Owner’s Representative.

11.2 The services provided for under Article 4.13 shall be performed only upon approval of the Board of County Commissioners.

11.3 The DP 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 written amendment(s) to this Agreement.

ARTICLE 12 FIRMS AND INDIVIDUALS PROVIDING SUBCONTRACTED SERVICES

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

ARTICLE 13 SATISFACTORY PERFORMANCE

13.1 All services to be provided by the DP under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the Owner’s Representative.

13.2 The DP shall pay the Owner all losses, damages, expenses, costs and attorneys’ fees, including appellate proceedings, which the Owner sustains by reason of any default, any negligent act or omission, including patent infringements on the part of said DP in connection with the performance of this Agreement. By signing this Agreement the DP waives any right to reciprocal attorney’s fees due to budgetary limitations imposed on local government entities under Chapter 129 Florida Statutes.

**ARTICLE 14
RESOLUTION OF DISAGREEMENTS**

14.1 The Owner 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.

14.2 The decision of the Owner 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.

**ARTICLE 15
DP'S ACCOUNTING RECORDS**

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

15.2 The DP'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the DP 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.

15.3 For the purpose of such audits, inspections, examinations and evaluations, the Owner'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 Owner to the DP pursuant to this Agreement.

15.4 The Owner's agent or authorized representative shall have access to the DP'S facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the DP reasonable advance notice of intended inspections, examinations, and/or audits.

**ARTICLE 16
OWNERSHIP OF PROJECT DOCUMENTS**

16.1 The Owner, having paid the Design Professional for its services, shall be deemed to own said drawings, specifications and other instruments of service that relate to the specific individual application, site, and use intended for the Owner and upon completion or termination of this Agreement, all records, documents, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the DP under this Agreement shall be delivered to and become the property of the OWNER. The DP at its own expense, may retain copies for its files and internal use. The OWNER shall not reuse any design plans or specifications to construct another project at the same or different location without the DP'S specific written verification or adaptation or approval.

16.2 The DP shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the DP's promotional and professional materials. The DP's materials shall not include the Owner's confidential or proprietary information.

ARTICLE 17 INSURANCE COVERAGE AND INDEMNIFICATION

17.1 The DP shall procure, pay for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the Owner of (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 Owner, 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.

17.1.1 Workers' Compensation in at least the Limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.

17.1.2 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. 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.

17.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$3,000,000, 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," DP may submit annually to the Owner a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

17.1.4 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.

17.2 Each insurance policy shall include the following conditions by endorsement to the policy:

17.2.1 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 Owner by mail to: (DEPARTMENT NAME AND ADDRESS), Clearwater, FL 33756 and the Director of Risk Management at 400 S. Fort Harrison Avenue, Clearwater, FL 33756. DP shall also notify Owner, 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 DP from its insurer; and nothing contained herein shall absolve DP of this requirement to provide notice.

17.2.2 Companies issuing the insurance policy, or policies, shall have no recourse against Owner for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of DP.

17.2.3 The term Owner shall include the Board of County Commissioners, all its members, its officers, and employees while acting on behalf of Pinellas County.

17.2.4 The Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured exclusive of Professional Liability Insurance.

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

17.3 The DP hereby waives subrogation rights for loss or damage against the Owner.

17.4 To the extent permitted by Florida Statutes section 725.08, the DP does hereby agree to indemnify, defend and save harmless the Owner and all the members of its Board of County Commissioners, its officers and employees from and against all losses and all claims, demands, payments, suits, actions recoveries, expenses, attorney's fees and judgments of every nature and description, including claims for property damage and claims for injury to or death of persons, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinances, orders or decrees brought or recovered against Owner by reason of any act of negligence or omission of the DP, its agents, or employees. The DP agrees that the first ten dollars (\$10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

ARTICLE 18
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR
CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

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

ARTICLE 19
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE
WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent consultant in performing under the terms of this Agreement, and it is not acting as an employee of Pinellas County. DP 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.

ARTICLE 20
PROHIBITION AGAINST CONTINGENT FEE

The DP warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the DP 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 solely for the DP, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 21
TRUTH IN NEGOTIATIONS**

By execution of this Agreement, the DP 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 Owner 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.

**ARTICLE 22
SUCCESSORS AND ASSIGNS**

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

**ARTICLE 23
INTEREST ON JUDGMENTS**

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

**ARTICLE 24
TERMINATION OF AGREEMENT**

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

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

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

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

**ARTICLE 25
AGREEMENT TERM**

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.

**ARTICLE 26
CONFLICT OF INTEREST**

26.1 By accepting award of this Contract, the DP, 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 DP'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to any 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 DP is furnishing its services required hereunder.

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

**ARTICLE 27
PUBLIC ENTITY CRIMES STATEMENT**

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

**ARTICLE 28
EXTENT OF AGREEMENT**

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

**ARTICLE 29
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.

HARVARD JOLLY, INC.

PINELLAS COUNTY, by and through its
Board of County Commissioners

By _____
Title: _____ Date _____

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____

By: _____
Deputy Clerk Date: _____

CORPORATE SEAL:

OFFICIAL SEAL:

APPROVAL AS TO FORM:

By: 
Office of the County Attorney

EXHIBIT A – REQUIREMENTS FOR SUBMITTALS TO OWNER

Phase/Task	Copies	Electronic Copy on CD/File Format
Feasibility Phase	(N/A)	(N/A)
Architectural Programming Phase	(N/A)	(N/A)
Master Planning Phase	(N/A)	(N/A)
Schematic Design – 3 (three) Alternative Plan Concepts	(N/A)	(N/A)
Schematic Design Drawings and Narrative Submission Documents	(N/A)	(N/A)
Statement of Estimated Probable Construction Cost	(N/A)	(N/A)
Schematic Design Presentation Graphics	(N/A)	(N/A)
Schematic Design Presentation “Leave Behinds”	(N/A)	(N/A)
Design Development Drawings and Narrative Submission Documents	5	Drawings in .DWG or .DWF Narratives in .DOC, .XLS as applicable
Statement of Estimated Probable Construction Cost	5	
Design Development Presentation Graphics	1	Graphics in .JPEG, .PPT, .PDF as applicable
Design Development Presentation “Leave Behinds”	5	Narratives in .DOC, .XLS as applicable
60% Construction Documents	5	
60% CD Statement of Estimated Probable Construction Cost	5	
100% Construction Documents (GMP)	1	Drawings in .DWG or .DWF Narratives in .DOC, .XLS as applicable
100% CD Statement of Estimated Probable Construction Cost	5	
Corrected/Conformance Document Set	2 + 2 S/S	Drawings in .DWG or .DWF Narratives in .DOC, .XLS as applicable
Addendums, Supplemental Instructions, RFIs	2	
Record Drawings & Specifications, Master Submittals	1	Original “red-lined” set and corrected AutoCAD files

**EXHIBIT B - OWNER INVOICING FORMAT
SUBMIT ON COMPANY LETTERHEAD**

**Pinellas County Real Estate Management
Building Design & Construction Division
509 East Avenue South
Clearwater, FL 33756
(727) 464-3491**

**Invoice Date:
Invoice No.:

Purchase Order No.:**

**Project Name: Public Safety Facilities & Centralized Communications Center – PID 1635
Project Address: 10750 Ulmerton Road, Largo, FL**

For Professional Services rendered thru period ending: _____.

Task	Contract Fee	% Complete	Amount Earned	Previously Invoiced	Amount Due
Design Development	\$ 1,279,740		\$	\$	\$
Construction Documents/Bidding	\$ 1,645,380		\$	\$	\$
Construction Administration	\$ 731,280		\$	\$	\$
Commissioning	\$ 141,600		\$	\$	\$
Contingency Services	\$ 200,000		\$	\$	\$
	\$		\$	\$	\$
	\$		\$	\$	\$
	\$		\$	\$	\$
	\$		\$	\$	\$
	\$		\$	\$	\$
Totals	\$ 3,998,000		\$	\$	\$

Total Amount Due This Invoice

\$

EXHIBIT C - INSURANCE CERTIFICATE



EXHIBIT D – SCOPE OF SERVICES

HARVARD JOLLY
ARCHITECTURE

DESIGNING
POSSIBILITIES
SINCE 1938

STOCKHOLDERS
William B. Harvard, Jr., AIA
Jeffrey E. Cobble, AIA
Michael K. Hart, AIA
Ward J. Fiszolowski, AIA
Steven M. Heiser, AIA
Alejandro F. Gonzalez, AIA
Yvette V. London, AIA
Jack Williams, Jr., AIA
Paul N. Schmitzlein, AIA
Jacquelyn S. Spears, ASID
Leslie D. Brunell, AIA
Stephen L. Johnson, AIA
Philip L. Trezza, Jr., AIA
Louis B. Kubler II
Charles J. Cless, RLA
Howard W. Braukman, AIA
Ronald R. Zajac, AIA
Mara Harvard Rawls
R. John Cies, AIA

February 3, 2011

Thomas J. Borawski, AIA
Division Manager
Building Design & Construction Division
509 East Avenue, South
Clearwater, FL 33756

Re: Public Safety Facilities and Centralized Communication Center

Mr. Borawski,

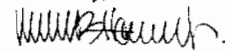
Harvard Jolly, Inc. is pleased to provide this proposal for design services for the above referenced project. The scope of the project is the redevelopment of the existing Pinellas County Public Safety Complex of approximately 40 acres. It will include all necessary site improvements, the design of the Administration and EOC building of approximately 232,000 square feet, remodeling of existing 20,240 square feet building 400, communication building of 1,510 square feet, central energy plant of 20,000 square feet, 700 car parking garage of 275,700 square feet, and vehicle maintenance facility of 24,800 square feet. The scope of task/service includes the following service:

DMS Basic Services
Civil/SWFWMD
Landscape Architecture
Interior Design
Voice and Data Design
Audio/Visual Design
Security Design
ITS (Intel Trans Syst)
Antenna Farm Design
Food Service
Acoustics
Reimbursables/Renderings
City of Largo Presentations
(2) BCC Mtgs
(3) Neighborhood Mtgs
LEED
Commissioning
Threshold Inspections

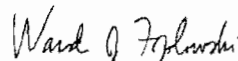
For this comprehensive service we are requesting a complete design fee of \$3,778,000.00. We also understand that the owner will retain an additional \$200,000.00 contingency for possible additions to the scope.

Thank you for the opportunity to present this proposal.

Sincerely,



William B. Harvard, Jr.
CEO
Harvard Jolly, Inc.



Ward J. Fiszolowski,
Executive Vice President
Harvard Jolly, Inc.

2714 Dr. ML King Jr St N
St. Petersburg, FL 33704
727-896-4611

www.HarvardJolly.com
AAC000118

ATTACHMENT 1 - DESIGN AND CONSTRUCTION STANDARDS



ATTACHMENT 2 - DESIGN PHASES SUBMISSION REQUIREMENTS

ATTACHMENT 3 - FLOOR PLANS / SURVEYS, ETC.

Design Development drawings dated January 12, 2009
Prepared by ARC3 Architecture, Inc.

SCHEDULE 1 – LISTING OF KEY PERSONNEL

HARVARD JOLLY
ARCHITECTURE

DESIGNING
POSSIBILITIES
SINCE 1938

STOCKHOLDERS
William B. Harvard, Jr., AIA
Jeffrey E. Cobble, AIA
Michael K. Hart, AIA
Ward J. Friszolowski, AIA
Staven M. Heiser, AIA
Alejandro F. Gonzalez, AIA
Yvette V. London, AIA
Jack Williams, Jr., AIA
Paul N. Schnitzlein, AIA
Jacquelyn S. Spears, ASID
Lestle D. Brunell, AIA
Stephen L. Johnson, AIA
Philip L. Trezza, Jr., AIA
Louis B. Kubler II
Charles J. Clees, RL A
Howard W. Braukman, AIA
Ronald R. Zajac, AIA
Maria Harvard Rawls
R. John Clees, AIA

Schedule 1 – Listing of Key Personnel

Harvard Jolly, Inc. - Architecture
William Harvard, Principal In-Charge
Ward Friszolowski, Project Executive
Joe Blouin, Project Manger
Jack Williams, CCC/EOC Project Coordinator
Tom VandeKief, Vehicle Maintenance Coordinator
Alex Gonzalez, Central Energy Plant Coordinator
Steve Johnson, Design Quality Renovation Coordinator
Jacquelyn Spears, Interior Design
Jim Clees, Landscape Design/Site Design Coordinator
Dave Ashton, Construction Administration

McCarthy & Associates – Structural
Mike McCarthy

Engineering Matrix – Mechanical, Electrical, Plumbing and Fire Protection
Stan Newton
Greg Bowen

George F. Young – Civil Engineering
John Gotwald
Michael Rissman

TLC Engineering Technology – Audio Visual
Tom Munson
Santiago Beron

Intelligent Transportation System
Charles Mraz

Schwartz, Schwartz Associates – Food Service
Ken Schwartz

2714 Dr ML King Jr St N
St. Petersburg, FL 33704
727-896-4611

www.HarvardJolly.com
AAC000119

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

1. Design Phase: 2. Date: 22 March 2011
3. Contract Review:

4. Title: Public Safety Facilities and Centralized Communications Center		
5. Anticipated Scope and Description: This project provides for the completion of a Public Safety Campus master plan and a design criteria package, followed by the complete design and construction of the campus to include public safety facilities and a centralized communications center.		
6. YEAR OF CONSTRUCTION START: FY 12		
FY11		
7. PROJECT BUDGET:	Appropriation	Multi-Year Plan
Professional Services (Architectural/Engineering/Consulting)	\$ 3,000,000	\$ 6,096,306
Land/Right of Way/Building Acquisitions	\$ 0	
Construction:	\$ 3,630,000	\$ 60,630,000
Testing	0	
Other: Inter-local Agreement Payments, Misc. Materials, etc.	660,000	14,677,000
TOTAL	\$ (1) 7,290,000	\$ (2) 81,403,306
8. FINANCIAL RESOURCES:		
Penny for Pinellas Sales Tax:		81,403,306
Local Option Gas Tax:		0
Transportation Impact Fees:		0
Grant(s):		0
Reimbursements:		0
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):		0
Other: Annual General Fund Allocation		0
TOTAL FINANCIAL RESOURCES		\$ (2) 81,403,306
9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽³⁾		
Fiscal Year:	FY 14	
New Positions:		
Number:	5.6	
Type:	Craft and Maintenance	
Total Est. Fiscal Impact (Personal Services, Operating Expenses)		\$ 836,778

(1) Amount represents FY11 post-restatement working budget.

(2) Amount represents \$2,096,306 in FY08-FY10 expenditures, the FY11 budget of \$7,290,000 and \$72,017,000 of FY12 and FY13 budget.

(3) This annual maintenance cost was computed using the 333 Chestnut facility operating cost as a proxy; the FY10 operating cost was escalated by a compounded 3% annual inflation factor over four years except for labor, which was increased 3% over FY10 expenditures. The number of new positions was computed based on 229,613 s.f. of office space, 41,497 s.f. of industrial space and an 807 vehicle parking garage.