

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the bid where requested.

SEALED PROPOSAL • DO NOT OPEN

SEALED PROPOSAL NO. : 101-0468-CN (AM)

PROPOSAL TITLE: CONSTRUCTION ENGINEERING &
INSPECTION (CEI) CONSULTANT SERVICES

DUE DATE/TIME: December 1, 2011 @ 3:00 P.M.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756

Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

SECTION A - GENERAL CONDITIONS

SUBMIT TO:

PINELLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



REQUEST FOR PROFESSIONAL SERVICES- CONTINUING

AS GOVERNED BY FLORIDA STATUTE 287.055 (See Attachment # 1)

ISSUE DATE:

November 11, 2011

PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE
CONSIDERED

TITLE: CONSTRUCTION ENGINEERING & INSPECTION (CEI) CONSULTANT
SERVICES

RFP NUMBER:

101-0468-CN(AM)

SUBMITTAL DUE: December 1, 2011 @ 3:00 P.M.

AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.

PRE-PROPOSAL DATE & LOCATION:
NOT APPLICABLE

DEADLINE FOR WRITTEN QUESTIONS: November 22, 2011 BY 3:00 P.M.

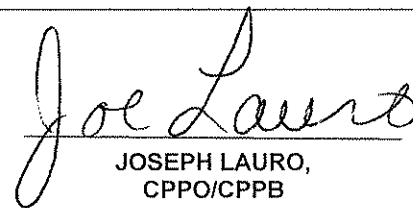
SUBMIT QUESTIONS TO: AMELIA McFARLANE, CPPB AT amcfarla@pinellascounty.org

Phone: (727) 464-3149 Fax: (727) 464-3925

PLEASE TAKE SPECIAL NOTE OF
THE LOBBYING CLAUSE ON PAGE
4, PARAGRAPH 15. BY SIGNING
THIS PAGE, YOUR FIRM AGREES
TO ADHERE TO PINELLAS
COUNTY'S RULES IN REGARDS TO
LOBBYING.

THE MISSION OF PINELLAS COUNTY

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.


JOSEPH LAURO,
CPPO/CPPB
Director of Purchasing

PROPOSER MUST COMPLETE THE FOLLOWING

BY SIGNING THIS PROPOSAL FORM YOU ARE AGREEING TO ALL PROPOSAL TERMS AND CONDITIONS.

BIDDER (COMPANY NAME):

D/B/A

Mailing Address

City, State Zip

Company Email Address

Phone

Fax

Remit To Name (as Shown on Company Invoice)

Printed Contact Representative/Title/Email

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE

PRINT NAME & TITLE

We, the above signed, hereby declare that no person or persons, firm or corporation, other than the above signed, are interested in this proposal, as principals, and this Proposal is made without collusion with any person, firm or corporation, and we have carefully to our full satisfaction examined the Special Provisions and form of Agreement and Bond, together with approved Plans and Specifications for the above described Project, and we have made a full examination of the location of the proposed Work and source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that quantities shown herewith are approximate only, and we will fully complete all necessary Work in accordance with Plans and, Specifications and requirements under the terms of the County, within the Agreement Amount and Agreement Period specified in this Proposal.

SEE PAGE 16 SECTION E SCOPE OF WORK

RETURN THIS PAGE WITH YOUR PROPOSAL

SECTION A - GENERAL CONDITIONS

1. SUBMISSION OF PROPOSAL:

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3) (m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. **Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.** Late proposals will not be accepted for any reason.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.

4. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

SECTION A - GENERAL CONDITIONS**5. ORAL PRESENTATION:**

An oral presentation of proposal is **not a requirement** but may be requested of any firm, at the Evaluation Committee's discretion.

6. CONFLICT OF INTEREST:

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

7. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

8. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **In addition, late proposals will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the proposal process.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

10. RIGHT TO AUDIT:

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

11. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

12. COUNTY INDEMNIFICATION:

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

SECTION A - GENERAL CONDITIONS

13. TERMINATION:

- a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
- c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
- d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

14. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

15. LOBBYING:

Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process or protest.

Lobbying of evaluation committee members, county government employees, or elected officials regarding request for proposals, request for qualifications, bids, purchasing contracts, or bid protests, by the bidder/proposer/protestor any member of the bidder's/proposer's/protestor's staff, any agent or representative of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer/protestor shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract, and may lead to debarment of the bidder or proposer/protestor as provided in Pinellas County Code, Section 2-161(8)b.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee or elected official who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

16. PROTEST PROCEDURE:

As per Section 2-162 of County Code:

1.
 - (a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract, may protest to the director of purchasing.
 - (b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

SECTION A - GENERAL CONDITIONS

(c) Requirements to Protest.

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) Sole remedy. These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) Time Limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) Authority to resolve. The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) Review of Purchasing Director's decision.

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the Purchasing Department, the County Administrator shall immediately cancel or revise the solicitation or award as deemed appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

(h) Stay of Procurement During Protests. There shall be no stay of procurement during protests.

17. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

18. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

SECTION A - GENERAL CONDITIONS

19. OWNERSHIP OF DOCUMENTS:

- (a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this RFP are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.
- (b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction.

20. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986:

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

21. PROHIBITION AGAINST CONTINGENT FEE:

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

22. TRUTH IN NEGOTIATIONS:

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

23. JOINT VENTURES:

All Bidders intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

24. PAYMENT/INVOICES:

The bidder must specify on the Signature page exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, *et. seq.*, the Local Government Prompt Payment Act.

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by Bank of America for your payable transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

SECTION A - GENERAL CONDITIONS**25. DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

1. Requesting department for this purpose is defined as the County department for whom the work is performed.
2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SECTION B- SPECIAL CONDITIONS

PROPOSAL TITLE: CONSTRUCTION ENGINEERING & INSPECTION (CEI) CONSULTANT SERVICES

PROPOSAL NUMBER: 101-0468-CN (AM)

1. PURPOSE:

The purpose of this competitive process is to ensure Pinellas County compliance with Section 287.055 Florida Statutes known as the "Consultants' Competitive Negotiation Act" (CCNA). The CCNA establishes contracting procedures by which counties must select architects, professional engineers, landscape architects, and surveyors and mappers ("Professional Firms") for architectural, engineering, landscaping and mapping services ("Professional Services"). The CCNA process allows for professional firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the County.

2. PERIOD OF CONTRACT:

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for the period of **thirty-six (36)** months from the date of execution of the agreement unless otherwise indicated.

3. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and successful bidder, **for one (1) additional twenty-four (24)** months period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

The County reserves the right to re-negotiate rates based on current market conditions.

4. EVALUATION CRITERIA:

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed.

a. Ability of Firm and its Professional Personnel

375 Points

1. Reviews the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
2. Reviews the professional resources available to properly provide services as requested in the RFP document.
3. Reviews the project team to insure the team proposed contains all of the critical disciplines required.
4. Prime team proposed should have exceptional professional resources to properly provide services.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.

b. Firm Experience with Projects of Similar Size and Past Performance

350 Points

1. Reviews the firms experience with projects of similar size, type and scope and the performance on those specific projects.
2. The prime firm must have adequate, recent (within the past five years) experience with projects of similar type as defined in the RFP document.
3. Experience pertaining to specific Pinellas County projects may also be considered. Pinellas County staff shall not however furnish references for such projects.
4. The scope of services provided should represent projects that are similar to those defined in the RFP document.
5. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

c. Volume of Work Previously Awarded by the County

50 Points

Pre-populated by the Purchasing Department, the purpose of this criterion is to effect an equitable distribution of contracts. This criterion is evaluated based on contract value awarded to a firm during the two (2) previous completed fiscal years. The points are worth 5 percent of the overall points available and are distributed as follows:

\$0 - \$200,000 – five (5%) percent of points available

\$200,001 - \$400,000 – four (4%) percent of points available

\$400,001 – 600,000 – three (3%) percent of points available

\$600,001- \$800,000 – two (2%) percent of points available

SECTION B- SPECIAL CONDITIONS

\$800,001 - \$1,000,000 – one (1%) percent of points available

Over \$1,000,000 – zero (0%) percent of points available

Based on a typical 1000 point evaluation scoring process, a firm deemed to be in the \$0-\$200,000 category threshold would be allotted 50 points etc.

d. Effect of the Firms Current and Projected Workload

125 Points

1. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
2. The submittal should demonstrate that the firm has adequate time available and personnel to compete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

e. Minority Business Status

50 Points

Provides points pre-populated by the Purchasing Department for minority business status as designated by the State of Florida. If the firm is designated as a minority business by the State of Florida, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business status as per the State of Florida, zero (0%) percent of the points available are awarded.

f. Location

50 Points

Provides points pre-populated by the Purchasing Department. Evaluates the location of the project team relative to Pinellas County including the prime firm and project manager. If firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties, 50 points are awarded. If not, no points will be awarded.

Total 1000 Points

5. ITEMS TO BE RETURNED WITH PROPOSAL:

Please Review this document carefully. Offers that are accepted by the county are binding contracts. All documents and submittals shall be received by the Purchasing Department on or before date and hour specified for receipt (see page #1). Late proposals will be returned unopened.

The Following Documents Shall Be Returned With Proposal:

- a) Standard Forms 330
- b) Certificate Of Florida Small and Minority Business issued by the Florida State Office of Diversity, Department of Management Services (if applicable)

6. TIME LINE:

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

| Date | |
|------|--|
| TBD | Advertising & Publishing RFP |
| TBD | Deadline for Questions/Clarifications |
| TBD | Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately. |
| TBD | Evaluation of the RFP |
| TBD | Recommendation due to Purchasing from Environment and Infrastructure Department |
| TBD | Submit recommendation to Board for Award of Contract |

SECTION B- SPECIAL CONDITIONS

7. INFORMATION PACKAGE

Per Florida Statute 287.055 the following applies and is required as applicable:

1. Request for Letters of Interest for Professional Services As Governed by Florida Statute 287.055

FS.287.055 (a) "Professional services" is defined as those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

2. Scope of Services

The intent of this solicitation is to acquire a broad range of professional services for Pinellas County based on the definition of "Continuing Contract" in FS 287.055:

FS.287.055 (g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which estimated construction costs of each individual project under construction does not exceed \$2 million, for study activity if the fee for professional service for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

The services sought may include, but are not limited to:

Architect

Landscape Architect

Engineering Services

- 1) Civil
- 2) Electrical
- 3) Environmental
- 4) Geotechnical
- 5) Hazardous Waste
- 6) HVAC
- 7) Hydrogeological
- 8) Mechanical
- 9) Solid Waste
- 10) Structural
- 11) Surveying
- 12) Transportation/Traffic

Mapping/GIS Services

Planning Services

Construction Management Services

The resulting "continuing contract" shall provide for issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on a "Fee Schedule" and any additional negotiated services required within the scope of work.

3. SUBMITTAL REQUIREMENTS:

Submittal of current SF-330 (federal Standard Form), Part I and II, with all sections completed. SF-330 can be obtained from U. S. General Services Administration (GSA) website - <http://gsa.gov/forms> , then select Standard Form on the menu and go to the 330.

The submittals shall be in the format of Standard Forms (SF) 330. The submittal shall be limited to one hundred (100) pages, **must be in format of a loose leaf binder**. The selection of the firms will be based on the information provided on the forms and in the additional sections.

A contractor may submit a response as a prime and also be a subcontractor to another firm.

Note: Standard Form (SF) 330 - Part II should be submitted for each firm and for each subcontractor.

SECTION B- SPECIAL CONDITIONS

Submittal requirements must be indexed and listed in the order described below:

A. Introduction Tab

- 1) Letter of Interest by corporate office or principal of the firm.
- 2) Specific Professional services to be offered (please delineate each service your firm offers).
- 3) Table of Contents.

B. Tab 1 -Standard Form (SF) 330 – Part I & II

Should be a Maximum of 50 pages and fully completed as required by the law governing Standard Form (SF) 330.

Note: Information submitted in Tab 2 through Tab 6 should be a maximum of 50 pages.

C. Tab 2 - Statements and Documentation

- 1) Proof of licenses/certifications
- 2) Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.
- 3) Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: <http://ccfcorp.dos.state.fl.us/index.html>. Must be active status.
- c) Provide Certificate of Florida Small and Minority Business issued by the Florida State Office of Diversity, Department of Management Services (if applicable). **If not applicable please provide a statement to that effect.**
- 4) State and provide address, phone number, contact, etc., if firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties.

D. Tab 3 - Certificate(s) of Insurance.

Section C reflects the insurance requirements deemed necessary for this project by County Risk Management. It is not necessary to have this level of insurance in effect at the time of submission, but certificates indicating that the insurance is currently carried, or acknowledgment from the carrier indicating upgrade availability will speed the review process.

Tab 4 - Key Personnel Statement

Submit a statement that personnel listed in the submittal will be available for and shall be assigned to this project. Failure to produce the proposed key personnel may be grounds for dismissal.

E. Tab 5- 1. Acknowledgment of Addenda (if applicable).

2. W-9 Request for Taxpayer Identification Number and Certification
3. Section D Vendor References
4. Page 1, Signature Page of the RFP

G. Tab 6 - Include any additional information to represent your firm for consideration.

Original letters shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may delay evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion.

The submittals shall be in the format of Standard Forms (SF) 330. The submittal shall be limited to one hundred (100) pages, **must be in format of a 3 ring loose leaf binder**. The selection of the firms will be based on the information provided on the forms and in the additional sections.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to perform as noted in the scope of services and also include information to allow for a clear understanding of past projects, especially in Florida, staff experience and abilities, and any additional information to present your firm for consideration.

An evaluation committee will review the information submitted. Once review is complete and the firm confirms the maximum ceiling for establishing a fee schedule, a recommendation to the Board of County Commissioners will be prepared. This contract will result in negotiated rates that will be fully loaded and will encompass all profit, markup, and local travel expenses. Award(s) resulting from this solicitation shall be subject to the provisions of Section 2-178, contracting for Designated Professional Services of the Ordinances of Pinellas County and Section 10 of the Purchasing Policies and Procedures of Pinellas County.

SECTION B- SPECIAL CONDITIONS

For questions and additional information, contact person indicated on page 1.

Letters of Interest will be evaluated using the criteria listed in Item 4, page 8 and 9, of this Section. Firms will be notified in writing if they have been selected in a reasonable time after submittal date.

Proposals shall be submitted in one (1) original and SEVEN copies.

SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. INSURANCE REQUIREMENTS

The CONSULTANT shall obtain and maintain, and require any sub-CONSULTANTS to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth below. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and having an A.M Best's rating of at least A- VIII. Within ten (10) calendar days after CONSULTANT's receipt of notice of award, the CONSULTANT shall provide the COUNTY with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of this agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph four below for Additional Insured shall be attached to the certificate(s). CONSULTANT shall furnish a certified copy of insurance policies if requested by the COUNTY. Receipt of the certificate of insurance by the COUNTY of any Certificate of Insurance does not constitute approval of agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement.

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY.

All coverages provided by insurance policies of the CONSULTANT shall be primary and non-contributory of the insurance or self insurance programs carried by the COUNTY.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies obtained by the CONSULTANT to meet the requirements of the Agreement shall be endorsed to include as additional insured Pinellas COUNTY Board of COUNTY Commissioners, all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas COUNTY.

CONSULTANT hereby waives subrogation rights for loss or damage against the COUNTY. All insurance policies described below shall include a waiver of subrogation endorsement.

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

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements and, if requested by the COUNTY, certified true copies of the renewal policies, shall be furnished by the CONSULTANT to the COUNTY within thirty (30) days prior to the expiration date.

Should the CONSULTANT, at any time, not maintain the insurance coverage's required herein, the COUNTY may terminate the Agreement, or at its sole discretion be authorized to purchase such coverages and charge the CONSULTANT for such purchase. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The CONSULTANT shall deliver to the COUNTY Department of Risk Management a copy of all accident reports arising out of any injuries to its employees or those of its subCONSULTANTS, or any personal injuries or property damage arising or alleged to have arisen on account of any Work under the Agreement. This information is for information only in order that the County Risk Department is aware of any safety issues.

The insurance limits for this Agreement, along with any endorsement/requirements mentioned above, shall remain in effect throughout its duration, and are as follows:

(A) Workers' Compensation including US Longshoreman's & Harborworkers ACT (USLSHWA)

| Limit | Statutory |
|-----------------------------|-----------|
| Employers Liability Limits: | |
| Per Employee | \$100,000 |
| Per Employee Disease | \$100,000 |
| Policy Limit Disease | \$500,000 |

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractors, Contractual Liability (covering the liability assumed under indemnification provisions of this contract) Premises/Operations, Products/Completed Operation and Personal Injury.

| Limits | |
|--------------------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Personal Injury and Adv Injury | \$1,000,000 |

| |
|--|
| SECTION C- INSURANCE AND INDEMNIFICATION REQUIREMENTS |
|--|

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products and Completed Operations Aggregate | \$1,000,000 |

- (C) Business Automobile or Trucker's/Garage liability covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless CONSULTANT can show that this coverage exists under the Commercial General Liability policy.

Limit

| | |
|--------------|-------------|
| Per Accident | \$1,000,000 |
|--------------|-------------|

- (D) Excess or Umbrella Liability excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
| Aggregate | \$1,000,000 |

- (E) Professional Liability including coverage for Environmental work with at least minimum limits as follows:

Limits

| | |
|--------------------------|-------------|
| Each Occurrence or Claim | \$4,000,000 |
| Aggregate | \$4,000,000 |

If coverage is written on a "claims-made" basis, CONSULTANT shall submit a certificate of insurance each year for three years after completion and acceptance of the PROJECT, evidencing claims-made coverage.

CONSULTANT shall also notify COUNTY within twenty - four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said CONSULTANT from its insurer by certified mail to: Pinellas COUNTY Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve CONSULTANT of this requirement to provide notice.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance.

CONSULTANT is responsible for all damage to property owned by CONSULTANT, including but not limited to equipment, tools, vehicles and real and personal property.

SECTION D – VENDOR REFERENCES

PROPOSAL TITLE: CONSTRUCTION ENGINEERING & INSPECTION (CEI) CONSULTANT SERVICES

PROPOSAL NUMBER: 101-0468-CN (AM)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER TO REVIEW AND PROPERLY EVALUATE YOUR PROPOSAL.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone to obtain answers to questions, as applicable before an evaluation decision is made.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

All fields below must be completed

1

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

2

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

3

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

4

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

SECTION E –SCOPE OF WORK**PROPOSAL TITLE: CONSTRUCTION ENGINEERING & INSPECTION (CEI) CONSULTANT SERVICES****PROPOSAL NUMBER: 101-0468-CN (AM)****A. OBJECTIVE:**

Pinellas County requires the support of a qualified Continuing Engineering consultant to provide Construction Engineering and Inspection (CEI) Professional Engineering Services to assist the Department of Environment and Infrastructure with the implementation of the Capital Improvement Program (CIP). CEI Consultants shall be pre-qualified with the Florida Department of Transportation (FDOT). CEI services will be performed in full compliance with County/FDOT requirements and guidelines for CEI services.

B. BACKGROUND:

This RFP replaces a previous CEI contract No. 089-0207-A.

C. SCOPE OF WORK:**1. Assignment of Work**

Work performed by the successful firm (firm) shall be on a project or an assignment-by-assignment basis. All work assignments shall be made by the County's Director of Environment and Infrastructure or their Designee, or other County staff. The firm shall be issued a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. The firm shall perform no work under the contract without written authorization. The firm shall waive any claim for compensation for any work performed without written authorization from the County.

2. Consultant Responsibilities

a. It is the intention of the County that the consultant shall be held accountable for its work performed under the contract including checking work, plan review, and that submittals are complete. The consultant shall utilize that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The consultant shall use due care in performing in an engineering capacity and shall have due regard for acceptable standards of all engineering principles.

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 contract; 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 supervision, and all personnel engaged in the required work shall be fully qualified and shall be authorized or permitted under law to perform such services

3. Governing Specifications, Regulations and Pertinent Documents

Services provided by the consultant shall be in accordance with applicable professional and 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 projects or services to be performed.

a. Quality Assurance Records

The consultant shall maintain all records of the quality assurance actions performed by its organization including its subcontractors and vendors, in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and types of deficiencies found, and the corrective actions taken. All records shall be kept at the primary office site. These records shall be available to the County upon request during the term of this Agreement and provided to the County at the completion of the individual task assignment.

SECTION E – SCOPE OF WORK**b. Pinellas County Standards**

The Consultant shall provide services in accordance with the County Public Works Construction Contract Administration and Construction Observation Reference Manual, all or in part (available upon request).

4. Services

The Continuing Engineering Consultant efforts required under this Agreement will support the implementation of the Pinellas County DEI Capital Improvement Program (CIP). The Consultant will assist the County with the implementation of the CIP by conducting all or part of the tasks. The following is a list of tasks that may be asked to perform:

a. The Consultant shall furnish services, equipment, and manpower necessary for the work assignment in accordance with the intent of the contract.

b. If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and the booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and reviews.

c. If required, the consultant shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County Department of Environment and Infrastructure, complete with all objects depicted according to software requirements.

d. The consultant shall provide the following if requested:

1) Support to County staff in the development of a scope of services

2) Reviews of plan submittals, engineering calculations, schedules and other technical documents.

3) Quality control and constructability reviews of plans.

4) Project Implementation Services for design such as: infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.

5) Project Management support and preparation of independent cost estimates.

6) Any other miscellaneous engineering services required by the County as directed by the Director of Environment and Infrastructure or Designee.

The contract may include other continuing services not specifically outlined in the scope of work but that may be within the general scope of the requirements under this contract. (added by Purchasing amc)

SECTION E – SCOPE OF WORK

5. Continuing Services

Works of continuing un-specified nature that may be performed by the successful contractor(s) during the course of the contract include the following:

- a. **Drainage/Roadway/Sidewalk annual work order contracts** – These contracts are used by the County to construct drainage improvements, roadways, sidewalks and miscellaneous infrastructure projects. Work is accomplished via the issuance of work orders to the contractor during the contract duration period. Project Identification Numbers will vary from year to year.
- b. **Milling/Resurfacing annual work order contracts** – These contracts are used by the County to mill and resurface roadways through the County, including arterial roadways, local major collectors and other roadways. Work is accomplished via the issuance of work orders to the contractor during the contract duration period. Project Identification Numbers will vary from year to year.
- c. **Bridge Rehabilitation annual work order contracts** – These contracts are used to construct concrete, steel, structural, mechanical and miscellaneous bridge rehabilitations and repairs at various locations throughout the County, including minor to major bridges. Work is accomplished via the issuance of work orders to the contractor during the contract duration period. Project Identification Numbers will vary from year to year.

6. Specified Services

Works of a specified nature to be performed by the successful contractor(s) during the course of the contract are detailed below:

- a. **Park Street Bridge Replacement** - Replacement of an existing bridge on Park Street over creek number 9, between 5th Avenue North and 9th Avenue North, including concrete, steel and miscellaneous bridge construction. Construction cost is estimated between \$1 Million and \$3 Million. Project Identification Number: 2162.
- b. **Bryan Dairy Rd & Starkey Intersection Improvements** – Reconstruction of an existing intersection, including roadway elements, such as stabilization, limerock base, asphalt and curb, and drainage elements, such as storm water pipes, inlets and miscellaneous construction. Construction cost is estimated between \$3 Million and \$5 Million. Project Identification Number: 2182.
- c. **Bear Creek Channel Improvements** – Widening and realignment of Bear Creek, south of Mango Avenue and North of Gulfport Boulevard, including stabilization of side slopes, downstream sediment dredging in lagoon area and miscellaneous creek construction. Phases II and III will be constructed together. Construction cost is estimated between \$3 Million and \$5 Million. Project Identification Numbers: 922306 (Phase II), 2297 (Phase III)
- d. **La Plaza Avenue Bridge Reconstruction** – Reconstruction of an existing bridge on La Plaza Avenue, including concrete, steel and miscellaneous bridge construction. Construction cost is estimated between \$1 Million and \$3 Million. Project Identification Number: 2055
- e. **Bee Branch Creek Drainage Improvements** – Bank stabilization, erosion control, drainage structure replacement and miscellaneous creek construction along Bee Branch Creek from 15th Street to 19th Street in Palm Harbor. Construction cost is estimated between \$3 Million and \$5 Million. Project Identification Number: 922333
- f. **Curlew Creek Channel A Improvements** – Bank stabilization, erosion control, drainage structure replacement and miscellaneous creek construction along Curlew Creek Channel A by Doral Village Park. Construction cost is estimated between \$5 Million and \$7 Million. Project Identification Number: 1124
- g. **Antilles & Oakhurst Drainage Improvements** – Drainage improvements, including stormwater pipes, inlets, roadway restoration and miscellaneous construction. Construction Cost is estimated between \$1 Million and \$3 Million. Project Identification Number: 1820

SECTION E – SCOPE OF WORK

- h. **Forest Lakes Blvd Pavement Rehabilitation** – Pavement rehabilitation, milling, resurfacing, construction of under drains and miscellaneous construction. Construction cost is estimated between \$2 Million and \$4 Million. Project Identification Number: 2177
- i. **Toytown Landfill Underdrain Improvements (PN 1759)** This project consists of installation of approximately 13,570 linear feet of leachate underdrain with five pump stations and associated force mains. Electric power installation for the pump stations with SCADA and RTU's. Also, abandonment and installation of monitor wells. Including removal of buried debris, dewatering and controlling groundwater gradients during construction.
- j. **Bridgeway Acres Landfill Side Slope Closure (PN 1792)** This project consists of a closure cap system for the west landfill side slopes. The project includes the installation of a polyethylene cap liner system, storm water letdowns, an initial landfill gas system and a permanent paved access road.
- k. **Lake Tarpon ASR Test Program (PN 1807)** This project consists of installation of a lake intake structure, intake piping by HDD methods, intake pumps, well pumps, filtration system, DO degasification system, UV disinfection system, instrumentation, telemetry, and conveyance piping.
- l. **Honeymoon Island Beach Restoration Project Phase II** – CEI services are anticipated to oversee the construction of 3 near-shore low-profile T-Head Groin structures at Honeymoon Island Beach as part of a beach nourishment project to better protect the beach from erosion. The construction cost estimates are \$3.25 million for installing the T-Groins and \$2.38 million for nourishment.
- m. **Upham Beach Installation of T-Head Groin Structures** - CEI services are anticipated to oversee the removal of 5 temporary geotextile T-Head Groin structures and the construction of 4 near-shore T-Head Groin structures at Upham Beach. The construction cost estimate is \$7-8 million.
- n. **FY12 (near end) – FY14 Lake Seminole Sediment Removal** The project includes dredging organic sediments and sand from the bottom of Lake Seminole, in central Pinellas County, to a sediment processing area where spoils will be separated and dewatered. Project plans may include construction and operation of a sediment processing plant including physical and chemical separation and dewatering. Material may be land applied onsite, stored in geotubes, or hauled to an offsite location dependent on final design. Designs may also include the construction of a storm water management facility and a lined containment area. The dredge line (pipe and booster pumps) to the spoil site is estimated at 6-8 miles in length dependent dredging locations. The estimated cost is \$16M. **PID 922025**
 Note: The department is still in data gathering and don't have a preliminary design a discussion of options is the best they can offer at this time.
- o. **Bridgeway Acres Landfill Gradient Control System (PN 1929)** This project consists of installation of a leachate under drain system. Five pump stations and associated force mains, electric power installation for pump stations with SCADA and RTUs, revising stormwater channel grades, installation of HDPE liner in select areas, box culverts, removal of buried debris and dewatering activities.

SECTION F – INSTRUCTIONS FOR BID SUBMITTAL**PROPOSAL TITLE: CONSTRUCTION ENGINEERING & INSPECTION (CEI) CONSULTANT SERVICES****PROPOSAL NUMBER: 101-0468-CN (AM)**

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, Annex Bldg, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and SEVEN copies.

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 NUMBER AND CERTIFICATIONSubstitute
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: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶☐ Other (see instructions) ▶☐ 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:

1. 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
2. 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
3. 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 ▶

***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: CONSTRUCTION ENGINEERING & INSPECTION (CEI) CONSULTANT SERVICES****PROPOSAL NUMBER: 101-0468-CN (AM)****PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS 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 website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category 'Current Bids'. You will be directed to DemandStar.com

SECTION H – STATEMENT OF NO PROPOSAL

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. **101-0468-CN for Construction Engineering & Inspection (CEI) Consultant Services**

- _____ 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 Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

FLORIDA STATUTES**287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.--**

(1) SHORT TITLE.--This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) DEFINITIONS.--For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the total amount paid by the agency for professional services.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which estimated construction costs of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional service for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and

ATTACHMENT #1 – PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.--

(a) Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE (\$250,000) or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO (\$25,000), except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.--

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE (\$250,000) or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$25,000).

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.--

(a) The agency shall negotiate a contract with the most qualified firm for a professional service at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR (\$150,000), the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.--

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(7) **AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.**--Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) **STATE ASSISTANCE TO LOCAL AGENCIES.**--On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) **APPLICABILITY TO DESIGN-BUILD CONTRACTS.**--

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will subsequently establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.
6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.--Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.--Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

History.--ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387.

287.017 Purchasing categories, threshold amounts; procedures for automatic adjustment by department.

(1) The following purchasing categories are hereby created:

(a) CATEGORY ONE: \$15,000.

(b) CATEGORY TWO: \$25,000.

(c) CATEGORY THREE: \$50,000.

(d) CATEGORY FOUR: \$150,000.

(e) CATEGORY FIVE: \$250,000.

(2) The department shall adopt rules to adjust the amounts provided in subsection (1) based upon the rate of change of a nationally recognized price index. Such rules shall include, but not be limited to, the following:

(a) Designation of the nationally recognized price index or component thereof used to calculate the proper adjustment authorized in this section.

(b) The procedure for rounding results.

(c) The effective date of each adjustment based upon the previous calendar year data.

History.--ss. 5, 13, ch. 86-204; ss. 12, 34, ch. 90-268; s. 3, ch. 96-236; s. 17, ch. 98-65; s. 75, ch. 98-279; s. 43, ch. 99-399; s. 9, ch. 2002-207.

PROFESSIONAL SERVICES CONTINUING SERVICES SAMPLE AGREEMENT

TABLE OF CONTENTS

| | |
|--|-----------|
| SAMPLE AGREEMENT | 1 |
| SECTION 1 INTENT OF AGREEMENT | 1 |
| SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS | 2 |
| 2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES | 2 |
| 2.2 ASSIGNMENT OF WORK | 2 |
| 2.3 CONSULTING RESPONSIBILITIES | 2 |
| 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS | 3 |
| 2.5 KEY PERSONNEL | 3 |
| SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT | 3 |
| 3.1 SERVICES | 3 |
| 3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED | 4 |
| SECTION 4 PERFORMANCE SCHEDULES | 4 |
| SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY | 4 |
| SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS | 5 |
| SECTION 7 COMPENSATION TO THE CONSULTANT | 5 |
| SECTION 8 TASK ORDERS | 6 |
| SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS | 6 |
| SECTION 10 SATISFACTORY PERFORMANCE | 6 |
| SECTION 11 RESOLUTION OF DISAGREEMENTS | 6 |
| SECTION 12 CONSULTANTS ACCOUNTING RECORDS | 7 |
| SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS | 7 |
| SECTION 14 INSURANCE COVERAGE | 7 |
| SECTION 15 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246 | 10 |
| SECTION 16 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 | 10 |
| SECTION 17 PROHIBITION AGAINST CONTINGENT FEE | 10 |
| SECTION 18 TRUTH IN NEGOTIATIONS | 10 |
| SECTION 19 SUCCESSORS AND ASSIGNS | 10 |
| SECTION 20 INDEMNIFICATION | 10 |
| SECTION 21 INTEREST ON JUDGMENTS | 11 |
| SECTION 22 TERMINATION OF AGREEMENT | 11 |
| SECTION 23 AGREEMENT TERM | 11 |
| SECTION 24 CONFLICT OF INTEREST | 12 |
| SECTION 25 EXTENT OF AGREEMENT | 12 |
| SECTION 26 PUBLIC ENTITY CRIMES | 12 |
| SECTION 27 GOVERNING LAW AND AGREEMENT EXECUTION | 13 |

SAMPLE AGREEMENT

**SECTION 1
INTENT OF AGREEMENT**

AGREEMENT FOR PROFESSIONAL _____ SERVICES FOR
_____ Department

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 _____ Department requires **PROFESSIONAL _____ SERVICES** associated with _____ on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL _____ SERVICES requisite to the management needs of the COUNTY _____ Department, and

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

(Insert appropriate description of services)

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an _____ registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

2.5 KEY PERSONNEL

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

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

- E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

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

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

5.1 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 work assignments, which the COUNTY may have in its possession.

- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager. All progress invoices shall be sent directly to the County's Accounts Payable Department for processing. Invoice information should include:

Vendor Name
Remittance Address
Invoice Number
Date
Amount due
Any other details on goods or services
Purchase Order number
Name of County Department that ordered the goods or services
Name and phone number of the County contact person

If the invoice is missing any information, payment may be delayed. Send invoices via US Postal Service to:

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

Invoices may also be sent via email to: FinanceAccountsPay@pinellascounty.org with the word INVOICE in subject line.

- 6.4 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CONSULTANT for correction.
- 6.5 Any and all disputes regarding invoices shall be resolved by the Dispute Resolution for Pinellas County Commissioners in Matters of Invoice Payments.

SECTION 7 COMPENSATION TO THE CONSULTANT

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable

to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum _____ (_____) year term of this Agreement is an amount not to exceed _____ dollars (\$_____). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit. This AGREEMENT contains _____ (_____) additional _____ (_____) term extension option, based upon performance, beyond the primary AGREEMENT period.

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

SECTION 8 TASK ORDERS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual task orders as needed throughout the AGREEMENT term; thus Task Orders require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

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

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designed.

SECTION 11 RESOLUTION OF DISAGREEMENTS

11.1 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.

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

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

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

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

SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

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

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

SECTION 14 INSURANCE COVERAGE

The CONSULTANT shall obtain and maintain, and require any sub-CONSULTANTS to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth below. All insurance policies shall be from responsible companies duly authorized to do

business in the State of Florida and having an A.M Best's rating of at least A- VIII. Within ten (10) calendar days after CONSULTANT's receipt of notice of award, the CONSULTANT shall provide the COUNTY with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of this agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph four below for Additional Insured shall be attached to the certificate(s). CONSULTANT shall furnish a certified copy of insurance policies if requested by the COUNTY. Receipt of the certificate of insurance by the COUNTY of any Certificate of Insurance does not constitute approval of agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement.

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY.

All coverages provided by insurance policies of the CONSULTANT shall be primary and non-contributory of the insurance or self insurance programs carried by the COUNTY.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies obtained by the CONSULTANT to meet the requirements of the Agreement shall be endorsed to include as additional insured Pinellas COUNTY Board of COUNTY Commissioners, all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas COUNTY.

CONSULTANT hereby waives subrogation rights for loss or damage against the COUNTY. All insurance policies described below shall include a waiver of subrogation endorsement.

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

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements and, if requested by the COUNTY, certified true copies of the renewal policies, shall be furnished by the CONSULTANT to the COUNTY within thirty (30) days prior to the expiration date.

Should the CONSULTANT, at any time, not maintain the insurance coverage's required herein, the COUNTY may terminate the Agreement, or at its sole discretion be authorized to purchase such coverages and charge the CONSULTANT for such purchase. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The CONSULTANT shall deliver to the COUNTY Department of Risk Management a copy of all accident reports arising out of any injuries to its employees or those of its subCONSULTANTS, or any personal injuries or property damage arising or alleged to have arisen on account of any Work under the Agreement. This information is for information only in order that the County Risk Department is aware of any safety issues.

The insurance limits for this Agreement, along with any endorsement/requirements mentioned above, shall remain in effect throughout its duration, and are as follows:

(A) Workers' Compensation including US Longshoreman's & Harborworkers ACT (USLSHWA)

Limit

Statutory

Employers Liability Limits

| | |
|----------------------|-----------|
| Per Employee | \$100,000 |
| Per Employee Disease | \$100,000 |
| Policy Limit Disease | \$500,000 |

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractors, Contractual Liability (covering the liability assumed under indemnification provisions of this contract) Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

| | |
|---|-------------|
| Each Occurrence | \$1,000,000 |
| Personal Injury and Adv Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products and Completed Operations Aggregate | \$1,000,000 |

- (C) Business Automobile or Trucker's/Garage liability covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless CONSULTANT can show that this coverage exists under the Commercial General Liability policy.

Limit

| | |
|--------------|-------------|
| Per Accident | \$1,000,000 |
|--------------|-------------|

- (D) Excess or Umbrella Liability excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
| Aggregate | \$1,000,000 |

- (E) Professional Liability including coverage for Environmental work with at least minimum limits as follows:

Limits

| | |
|--------------------------|-------------|
| Each Occurrence or Claim | \$4,000,000 |
| Aggregate | \$4,000,000 |

If coverage is written on a "claims-made" basis, CONSULTANT shall submit a certificate of insurance each year for three years after completion and acceptance of the PROJECT, evidencing claims-made coverage.

CONSULTANT shall also notify COUNTY within twenty - four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said CONSULTANT from its insurer by certified mail to: Pinellas COUNTY Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve CONSULTANT of this requirement to provide notice.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance.

CONSULTANT is responsible for all damage to property owned by CONSULTANT, including but not limited to equipment, tools, vehicles and real and personal property.

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

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

**SECTION 16
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

20.1 The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any

person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

20.2 ~~Unless specifically prohibited by Florida Law~~, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 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. The negotiated rates shall remain fixed

for the first _____ year term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

23.2 This AGREEMENT may exercise a term extension subject to written notice of agreement from the County Administrator and CONSULTANT, for () additional () year term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same. Rates will be subject to negotiation based on current market conditions.

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 CONSULTANTS 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 EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26 PUBLIC ENTITY CRIMES

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27
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

November 22, 2011

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Construction Engineering & Inspection (CEI) Consultant Services

PROPOSAL NUMBER: 101-0468-CN(AM)

PROPOSAL SUBMITTAL IS EXTENDED: DECEMBER 15, 2011 @ 3:00 P.M.

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

Notice is given that the due date for proposal response is extended to December 15, 2011 @ 3:00 P.M.

Please note the additional information to the Scope of Work, Section E:

The budget for the specialized services listed in Section E, Scope of Work, on page 19, item o, for "Bridgeway Acres Landfill Gradient Control System (PN 1929)", is estimated at \$6.1 million. Please delete the present page 19 and replace with the attached REVISED page 19.

QUESTION 1 (Related questions):

1. Does the County intend to select one, or multiple, consultants, and if multiple, approximately how many?
2. How many firms are you planning to put under contract?
3. Do you anticipate the above referenced work being awarded to several large firms or just one large firm?

ANSWER 1:

It is entirely possible that a recommendation for award will be made to more than one firm

QUESTION 2:

A three-week turn-around is extremely short, especially considering many people are off next week due to the Thanksgiving holiday. Can the due date be extended two weeks?

ANSWER 2:

Yes. Please note that the due date has been extended to December 15, 2011.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



QUESTION 3:

Do you anticipate separate small engineering business set asides related to this scope of services ?

ANSWER 3:

The county does not specifically have a set aside policy but if your firm is a minority or disadvantaged firm, you may receive points though the CCNA evaluation process. The County also provides additional points to local firms as well

QUESTION 4:

Which firm(s) held CEI Contract No. 089-0207-A?

ANSWER 4:

The current contract is held by the following firms:

E.C. Driver & Associates, Inc.
HDR Construction Control Corporation
KCCS Inc.
KCI Technologies, Inc.
AMEC E&I Inc., formerly MACTEC Engineering and Consulting, Inc.
Reynolds, Smith & Hills CS, Inc.
URS Construction Services
Consultech Construction Management, Inc.

QUESTION 5 (Related Questions):

1. Must the proposing firm provide all the services listed on page 10 of 23? Should we only include in the proposal the services that we can provide in-house, or should we offer subconsultants to supplement those services we do not provide?
2. Should each engineering discipline submit a separate proposal or are you looking for one proposal from a team including all disciplines?

ANSWER 5:

The services requested for the RFP is described in the Scope of Work, Section E, of the RFP. It is the firm's responsibility to decide how it will respond to the RFP. The proposing firm will be scored in accordance with the evaluation criteria identified and detailed on pages 8 and 9 of the RFP.

QUESTION 6:

1. The types of projects listed in Section E, under Scope of Work, on page 18 and 19 of 23, do not appear to include work involving water or wastewater facilities. Is it anticipated that water and wastewater facility type work will be performed under this RFP?
2. If yes to question 1 above, will CEI Consultants working on water and wastewater projects still need to be pre-qualified with FDOT?

ANSWER 6:

Project 6k (L. Tarpon ASR) does involve reclaimed water supplemental supply.
If there is any underground work or site work involved on any project the inspector should have certifications that correlate to the work involved.

QUESTION 7:

Are the projects listed under Specified Services on page 18 and 19 of 23, anticipated to have fees in excess of \$200,000?

ANSWER 7:

The projects listed under Specified Services will have fees in excess of \$200,000.

QUESTION 8:

Does the County require an entire SF 300 from the Prime Firm AND the subconsultants or just Part II?

ANSWER 8:

Please refer to Page 10, under Item 3, SUBMITTAL REQUIREMENTS, which states the following:

Note: Standard Form (SF) 330 - Part II should be submitted for each firm and for each subcontractor.

QUESTION 9:

Does the County require Tab 2 from the Prime Firm AND the subconsultants?

ANSWER 9:

Yes, for items 1 through 3. However, the 2 requirements that follow are to be met specifically by the prime firm if the firm wants to obtain the additional points awarded for those requirements.

QUESTION 10:

Does the County require Insurance Certificates from the Prime Firm AND the subconsultants?

ANSWER 10:

Please refer to page 13, Section C, under INSURANCE REQUIREMENTS.

QUESTION 11:

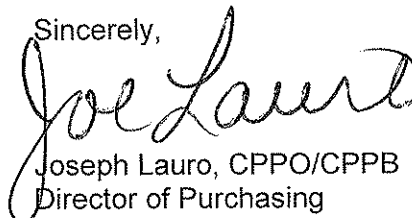
Does the County require Tab 5 information from the Prime Firm AND the subconsultants

ANSWER 11:

Requirements under Tab 5 are only from the Prime firm.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 22 under Addendum No.1 and return with completed proposal package.

Sincerely,

Joseph Lauro, CPPO/CPPB
Director of Purchasing

SECTION E – SCOPE OF WORK

- h. Forest Lakes Blvd Pavement Rehabilitation** – Pavement rehabilitation, milling, resurfacing, construction of under drains and miscellaneous construction. Construction cost is estimated between \$2 Million and \$4 Million. Project Identification Number: 2177
- i. Toytown Landfill Underdrain Improvements (PN 1759)** This project consists of installation of approximately 13,570 linear feet of leachate underdrain with five pump stations and associated force mains. Electric power installation for the pump stations with SCADA and RTU's. Also, abandonment and installation of monitor wells, Including removal of buried debris, dewatering and controlling groundwater gradients during construction.
- j. Bridgeway Acres Landfill Side Slope Closure (PN 1792)** This project consists of a closure cap system for the west landfill side slopes. The project includes the installation of a polyethylene cap liner system, storm water letdowns, an initial landfill gas system and a permanent paved access road.
- k. Lake Tarpon ASR Test Program (PN 1807)** This project consists of installation of a lake intake structure, intake piping by HDD methods, intake pumps, well pumps, filtration system, DO degasification system, UV disinfection system, instrumentation, telemetry, and conveyance piping.
- l. Honeymoon Island Beach Restoration Project Phase II** – CEI services are anticipated to oversee the construction of 3 near-shore low-profile T-Head Groin structures at Honeymoon Island Beach as part of a beach nourishment project to better protect the beach from erosion. The construction cost estimates are \$3.25 million for installing the T-Groins and \$2.38 million for nourishment.
- m. Upham Beach Installation of T-Head Groin Structures** - CEI services are anticipated to oversee the removal of 5 temporary geotextile T-Head Groin structures and the construction of 4 near-shore T-Head Groin structures at Upham Beach. The construction cost estimate is \$7-8 million.
- n. FY12 (near end) – FY14 Lake Seminole Sediment Removal** The project includes dredging organic sediments and sand from the bottom of Lake Seminole, in central Pinellas County, to a sediment processing area where spoils will be separated and dewatered. Project plans may include construction and operation of a sediment processing plant including physical and chemical separation and dewatering. Material may be land applied onsite, stored in geotubes, or hauled to an offsite location dependent on final design. Designs may also include the construction of a storm water management facility and a lined containment area. The dredge line (pipe and booster pumps) to the spoil site is estimated at 6-8 miles in length dependent dredging locations. The estimated cost is \$16M. **PID 922025**
Note: The department is still in data gathering and don't have a preliminary design a discussion of options is the best they can offer at this time.
- o. Bridgeway Acres Landfill Gradient Control System (PN 1929)** This project consists of installation of a leachate under drain system. Five pump stations and associated force mains, electric power installation for pump stations with SCADA and RTUs, revising stormwater channel grades, installation of HDPE liner in select areas, box culverts, removal of buried debris and dewatering activities. **The estimated cost is \$6.1 million.**

December 7, 2011

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Construction Engineering & Inspection (CEI) Consultant Services

PROPOSAL NUMBER: 101-0468-CN(AM)

PROPOSAL SUBMITTAL IS DUE: DECEMBER 15, 2011 @ 3:00 P.M.

ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

QUESTION 1 (Related questions):

Is a copy of the Public Works Construction Contract Administration and Observation Reference Manual (Page 17 section 3b) available via website or PDF?

ANSWER 1:

Yes. Please refer to the instructions below for accessing the manual.

Accessing Request for Professional Services Documents:

Due to the large size of the above RFP files, Pinellas County is utilizing an FTPS site to post the RFP documents. To download the files, please visit <https://files.pinellascounty.org/purchasing>. Click on the name of the RFP you are looking for to view and download individual files related to this bid. Save the file to your computer before viewing, for potentially faster downloading.

QUESTION 2:

Are plans available for review for the specified services?

ANSWER 2:

Plans are not available at this time.

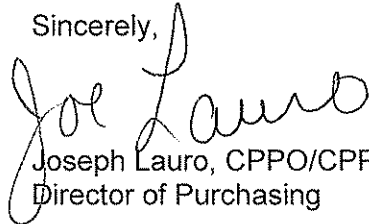
PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 22 under Addendum No.2 and return with completed proposal package.

Sincerely,

A handwritten signature in cursive script that reads "Joe Lauro". The signature is written in black ink and is positioned above the printed name and title.

Joseph Lauro, CPPO/CPPB
Director of Purchasing