



Joseph Lauro, CPPO/CPPB  
Director

August 21, 2013

TO: ALL INTERESTED PROPOSERS  
REQUEST FOR PROPOSAL: Professional Design Services for Courts Consolidation  
PROPOSAL NUMBER: 123-0386-NC(RM)  
PROPOSAL SUBMITTAL IS DUE: **August 29, 2013 @ 3:00 PM**

**ADDENDUM NO. 1**

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

**QUESTION:**

1. The rfp requests a errors and omissions required minimum of **\$5 million** as shown on page 14. I am wondering if the amount could be lowered to the typical **\$1 million**, because this is only for the design and there is really little liability to the architect for such a scope because of the architect only doing 50% c.d's.

***Answer: The insurance limits have been revised. A copy of the revised insurance requirements is attached.***

2. Professional Liability Insurance – Are the limits corrects as shown at \$5,000,000? This is above what most A/E firms carry as a standard value and would require project specific insurance.

***Answer: The insurance limits have been revised. A copy of the revised insurance requirements is attached.***

3. The CJC Master Plan recommended security system improvements to the entire existing CJC facility including a new secure entry point. Is this to be part of the Scope since new security systems must be part of the new facility and would likely need to be integrated with existing system?

***Answer: Yes***

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](http://www.pinellascounty.org/purchase)



RFP: 123-0386-NC(RM)

4. Is the CJC Master Plan published in 2010 considered to be the departure point for the assessment of CJC needs as requested on Page 6, Section C, Scope of Work?

**Answer: No. The Power Point Presentation to the BOCC on Feb. 19, 2013 that outlines the basic scope of Courts Consolidation is attached.**

5. Can the County provide a listing of the type and quantity of spaces anticipated to be included the 36,000 square feet of new construction and the type of spaces anticipated to be provided in the converted space in existing facilities to be vacated by the relocation to the new construction?

**Answer: A very general (not comprehensive) and approximate list of spaces in the New Courts Consolidation Annex would include, among others, the following:**

1. **2 Traffic Courtrooms & 2 traffic court holding cells**
2. **4 Unified Family Court courtrooms with family waiting**
3. **1 Domestic Violence court room**
4. **1 large hearing room & 2 medium hearing rooms**
5. **4 holding cells**
6. **Sallyport**
7. **Approximately 8 judicial chambers including judges' offices and judicial assistants' offices**
8. **At least 2 conference rooms**
9. **Space for court administration staff**


**As noted in the RFP (Section E – Scope of Work, Part D., Item 2.), it is expected the Design Professional will develop a detailed program for the existing and proposed buildings. We anticipate that, once the program is developed, it will likely expose the need for additional space and the project will likely grow in size.**

**The renovation of the Judicial Tower in St. Petersburg will involve the relocation of the Judiciary and Court Administration from the 501 1<sup>st</sup> Ave. North Building to the adjacent Judicial Tower.**

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 20 under Addendum No. 1 and return with completed proposal package.

Sincerely,

  
Joseph Lauro, CPPO/CPPB  
Director of Purchasing

**SECTION C - INSURANCE REQUIREMENTS**

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the 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 three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification 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. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

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

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor 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.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) 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 Contractor.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) 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. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

**SECTION C - INSURANCE REQUIREMENTS**

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance 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 Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$1,000,000

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

Limits	NOT APPLICABLE
General Aggregate	\$ XXXXXX
Each Occurrence	\$ XXXXXX

(E) Professional Liability Insurance (Errors and Omissions) with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
General Aggregate	\$ 1,000,000
Each Occurrence or Claim	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

**SECTION C - INSURANCE REQUIREMENTS**

(F) ~~Pollution Legal/Environmental Legal Liability Insurance~~ for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Coverage should include and be for the at least the minimum limits listed below: **NOT APPLICABLE**

- 1) ~~Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;~~
- 2) ~~Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.~~
- 3) ~~Cost of Cleanup/Remediation.~~

Limits	<b>NOT APPLICABLE</b>
General Aggregate	\$ XXXXXX
Each Occurrence	\$ XXXXXX

~~For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.~~

(G) ~~Cyber Risk Liability (Network Security/Privacy Liability) Insurance~~ for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits	<b>NOT APPLICABLE</b>
General Aggregate	\$ XXXXXX
Each Occurrence	\$ XXXXXX

(H) ~~Crime/Fidelity/Financial Institution Insurance~~ coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR-04-01-05-06, with at least minimum limits as follows:

Limits	<b>NOT APPLICABLE</b>
General Aggregate	\$ XXXXXX
Each Occurrence	\$ XXXXXX

(I) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

(J) ~~Builders Risk/Installation Floater Insurance~~ County property shall be covered by proof of a Builders Risk policy and/or Installation Floater policy covering the interests of Pinellas County property until acceptance of installed equipment is granted. Coverage shall be maintained for the entire time the property and/or equipment is in the Contractor's care, custody, and/or control, including transit. Limit and valuation shall be replacement cost. If the Contractor delivers the equipment and loads equipment using a crane, then no crane, boom, jig, or weight exclusion shall apply. Contractor's property, installation floater, builders risk, if required, and/or equipment policy shall contain a waiver of subrogation in favor of the County. All deductibles will be the responsibility of the contractor. **NOT APPLICABLE**

123-0386 NC Addendum No. 1 attachment

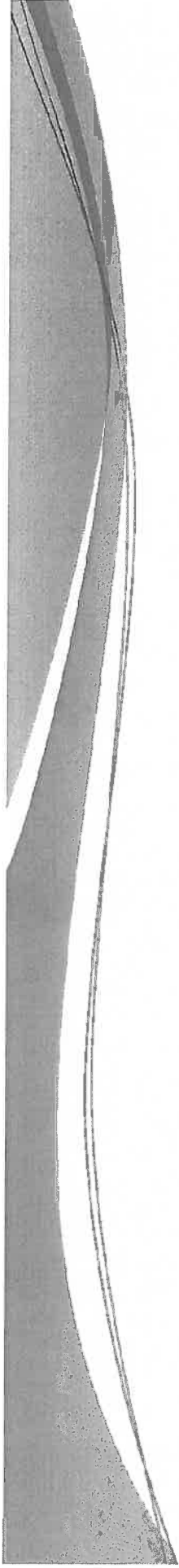
# **COURTS & SERVICE CENTER CONSOLIDATION**

**February 19, 2013**

**Presented By:**

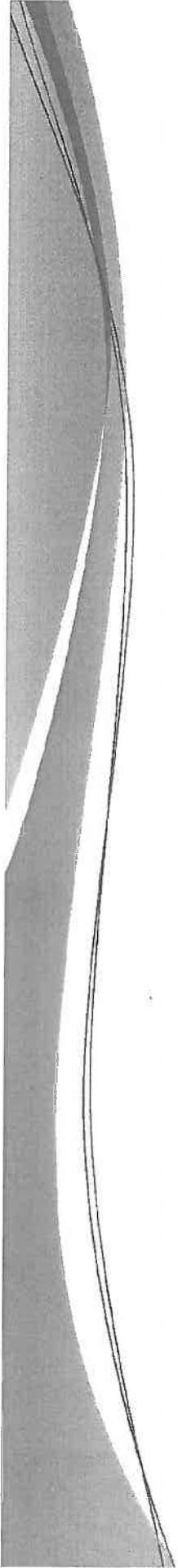
**Paul Sacco, Director**

**Real Estate Management Department**



## ***WHAT IS THE ISSUE?***

- **A project plan is required to integrate the Board's FY11/12 strategic initiatives, the FY10 Board adopted space consolidation plan and the Court's current and future space needs.**



## ***WHAT IS THE PROBLEM TO BE SOLVED?***

- **How best to invest earmarked capital funds to reduce annual recurring costs by consolidating several court functions and create space for one-stop service centers in North and South County geographic locations.**





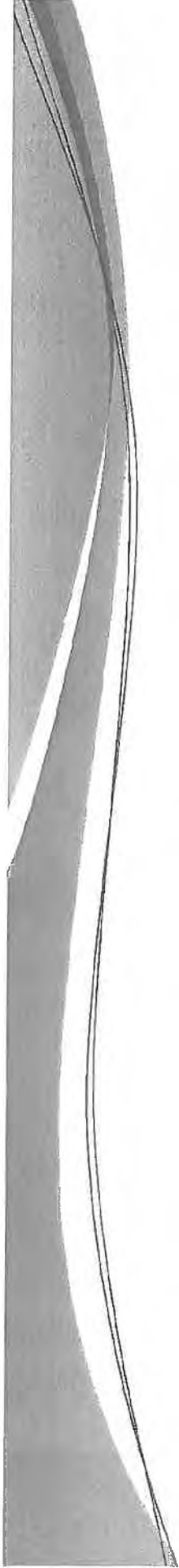
## ***WHAT IS THE BOARD ACTION TO BE TAKEN?***

- **Adopt the Courts & Service Center Consolidation Plan as presented today which includes several projects estimated to total \$41M (from the \$225M CIP funds earmarked for Courts/Jails).**



## Chronology of Events

- **April 15, 2011**  
Initial Conceptual Meeting to discuss court consolidation
- **November 15, 2011**  
Board presentation – Plan to invest the \$225M of earmarked funds for Courts and Jail
- **February 28, 2012**  
Board presentation on revised Courts Consolidation Plan
- **April 12, 2012**  
Board update memo from County Administrator detailing ‘Next Steps’
- **August 2, 2012**  
Board update memo from County Administrator with CJC parking garage project background
- **August 7, 2012**  
Board approved ranking of firms for CJC Parking Garage
- **August 30, 2012**  
Internal Stakeholders approve Courts Consolidation Plan
- **Oct/Nov 2012**  
Clearwater/St. Pete Bar Assoc. and Police Chief’s Assoc. approve Courts Consolidation Plan
- **November 20, 2012**  
Board approved final negotiated agreement for CJC Parking Garage
- **December 7, 2012**  
Board update memo from County Administrator



## Pinellas County's Current Court Operation Locations

North County Service Center  
29582 US Hwy 19 N., Clearwater

Clearwater Courthouses  
315 Court St., Clearwater  
324 S. Ft. Harrison, Clearwater

Criminal Justice Center  
14250 49<sup>th</sup> St. North, Clearwater

South County Service Center  
1800 66<sup>th</sup> St. North, St. Petersburg

St. Petersburg Courthouse  
545 1<sup>st</sup> Ave. North, St. Petersburg  
501 1<sup>st</sup> Ave. North, St. Petersburg





## Consolidation Plan Goals

- **Utilize earmarked capital investment to reduce recurring operating costs**
- **Consolidate and centralized several court operations**
- **Create one-stop shop service centers (Clerk, Property Appraiser and Tax Collector) in North and South County geographic locations for public access benefit**
- **Create higher occupancy densities in existing County-owned space.**



## **Benefits of the Plan**

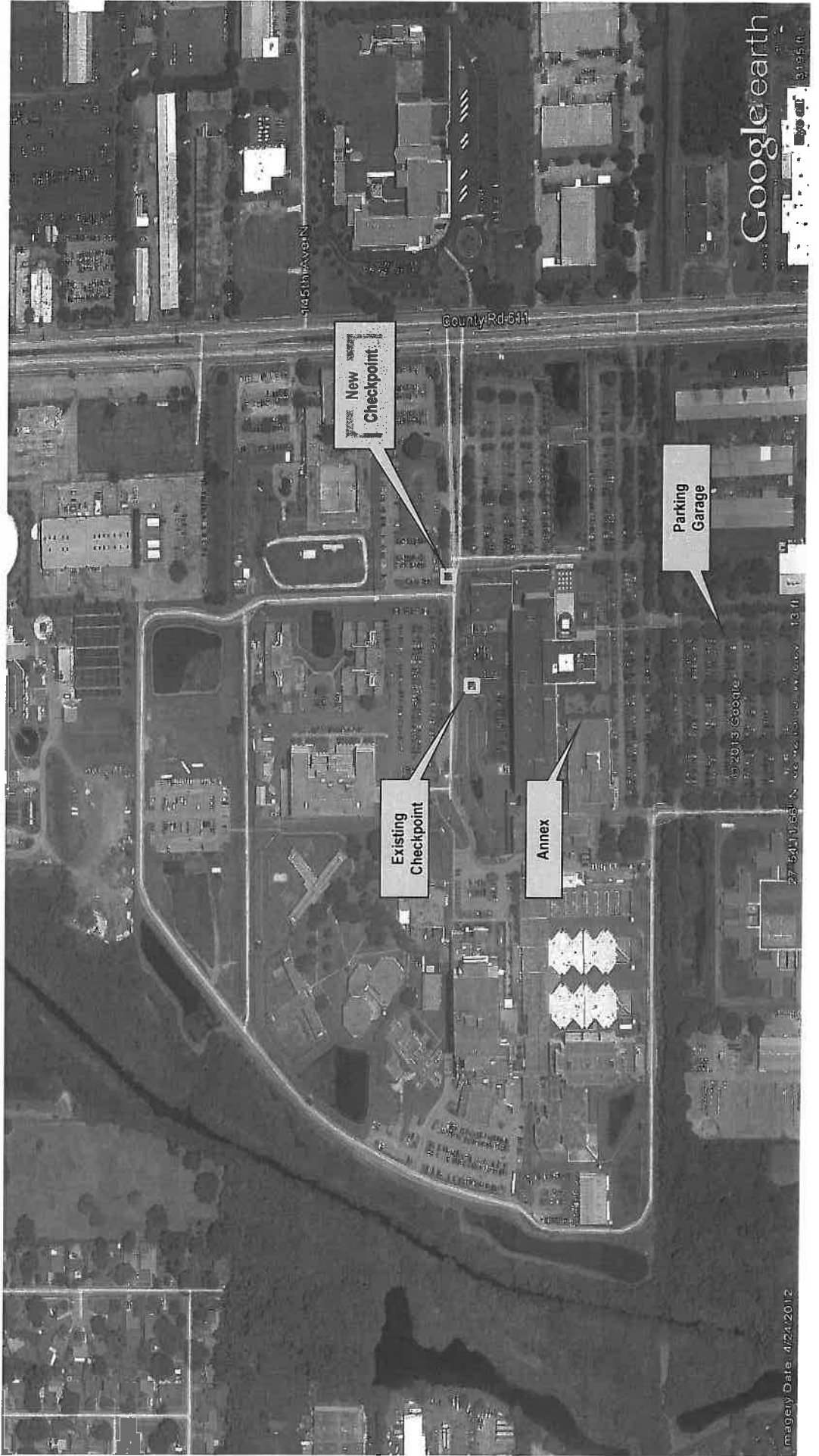
- **Estimated Annual Recurring Cost Savings of \$501K**
- **Eliminates Court Security at Service Centers and 501 Bldg.**
- **Greater adjacencies, efficiency of judicial and court administrative operations**
- **Centralizes all children cases at one location**
- **Co-locates all guardianship activities**
- **Reduces inmate transport**
- **Reduced County need for 501 Bldg.**



## Consolidation Plan Phase Summary

- Construct a new 36,000 s.f. CJC annex
- CJC Unified Family Courtroom Conversion to Criminal Courtrooms
- CJC Improvements to H-wing to Accommodate relocated staff
- CJC Entrance Security Improvements to provide additional throughput capacity
- Construct a new CJC Parking Garage (Board Approval in August 2012)
- CJC/Jail Checkpoint Relocation
- St. Pete Court House Floors 2-4 Renovations
- Relocate Judiciary and Court Admin staff from 501 Building to St. Pete Court House
- Relocate Court Admin staff to CJC
- Relocate Traffic Courts to CJC
- North/South County Service Center Renovations
- Relocate Property Appraiser and Tax Collector from leased space to North County Service Center

# CJC and Jail Campus





## Proposed CJC Annex Details

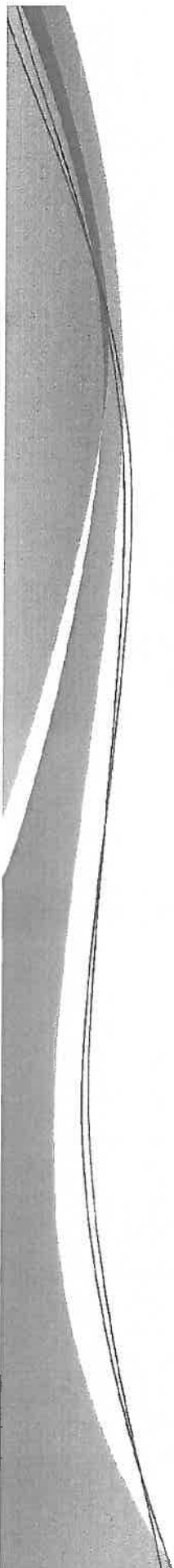
- **4-story, 36,000 s.f. building annex**
- **2 traffic courtrooms, 2 judge's chambers and 2 holding cells**
- **4 unified family courtrooms with waiting areas and 4 judge's chambers**
- **1 domestic violence courtroom and judge chamber**
- **1 large hearing room**
- **2-3 medium hearing rooms**
- **4 holding cells**
- **Sally port with secured elevator and corridor**
- **Magistrate and assistant office**
- **Chief Judge office**
- **Office of the Court Administrator**
- **1 medium conference room**
- **1 large conference room**
- **Court Administration Staff**





## Consolidation Plan Cost Summary

• Construct a new 36,000 s.f. CJC annex	\$15,200,000
• CJC Unified Family Courtroom Conversion	\$ 250,000
• CJC Improvement to H-wing	\$ 100,000
• CJC Entrance Security Improvements	\$ 2,000,000
• Construct a new CJC Parking Garage	\$13,000,000
(Board Approval in August 2012, currently in design)	
• CJC/Jail Checkpoint Relocation	\$ 300,000
• St. Pete Court House Floors 2-4 Renovation	\$ 5,100,000
• North/South County Service Center Renovations	<u>\$ 5,000,000</u>
	\$40,950,000



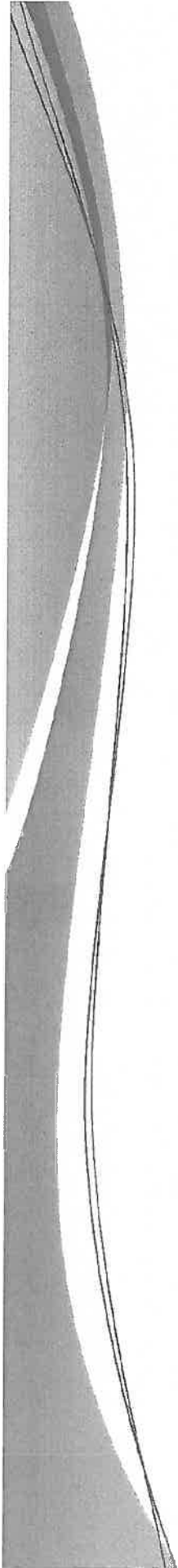
## Estimated Annual Recurring Cost Savings Summary

• 2 Leases Eliminated	\$300K
• Estimated Reduced Court Security	\$500K
• Increase in CJC Operating Costs	-\$280K
• Revenue Lost from Bldg 501	-\$541K
• Eliminate 501 Bldg Operating Costs	<u>\$522K</u>
<b>Total</b>	<b>\$501K</b>



## ***WHAT IS THE BOARD ACTION TO BE TAKEN?***

- **Adopt the Courts & Service Center Consolidation Plan as presented today which includes several projects estimated to total \$41M (from the \$225M CIP funds earmarked for Courts/Jails).**



# QUESTIONS, ISSUES OR CONCERNS

