

**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.: 123-0386-NC(RM)

PROPOSAL TITLE : Professional Design Services  
for Courts Consolidation



DUE DATE/TIME: August 29, 2013 @ 3:00 P.M.

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT  
Board of County Commissioners  
Annex Building –6<sup>th</sup> 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](http://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.

<b>SUBMIT TO:</b>  PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 <sup>TH</sup> FLOOR CLEARWATER, FL 33756	 <h1 style="margin: 0;">REQUEST FOR PROFESSIONAL SERVICES- NON-CONTINUING</h1> <p style="margin: 0;"><b>AS GOVERNED BY FLORIDA STATUTE 287.055 (See Attachment #1)</b></p>	
<b>ISSUE DATE:</b> July 26, 2013	<b>PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE &amp; TIME WILL NOT BE CONSIDERED</b>	
<b>TITLE: Professional Design Services for Courts Consolidation</b>	<b>RFP NUMBER: 123-0386-NC(RM)</b>	
<b>SUBMITTAL DUE: August 29, 2013 @ 3:00 P.M.</b> <i>AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.</i>  <b>DEADLINE FOR WRITTEN QUESTIONS: August 19, 2013 BY 3:00 P.M.</b> <b>SUBMIT QUESTIONS TO: Ruby M. McKenzie, CPPB AT rmmckenz@pinellascounty.org</b> <b>Phone: (727) 464-3795 Fax: (727) 464-3925</b>	<b>PRE-PROPOSAL DATE &amp; LOCATION: NOT APPLICABLE</b>	
<b>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.</b>	<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u>          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.</p>	 <b>JOSEPH LAURO,</b> CPPO/CPPB Director of Purchasing

**PROPOSER MUST COMPLETE THE FOLLOWING**

BY SIGNING THIS PROPOSAL FORM YOU ARE AGREEING TO ALL PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

**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](http://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 TERMS AND 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, including all insurance requirements, 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 Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.
- (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:**

Based on the evaluation of the written proposals submitted, a minimum of three (3) highest ranked firms, (if at least three firms submitted) shall be shortlisted and invited to an oral presentation. The highest ranked firm from the oral presentations process shall proceed with the contracting process.

**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. The Proposer further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.
- 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.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – 727-453-FRAUD (3728)

Fax – 727-464-8386

**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.

**SECTION A - GENERAL CONDITIONS****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.

**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.

## SECTION A - GENERAL CONDITIONS

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.

(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.

**SECTION A - GENERAL CONDITIONS****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.

**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.

**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 ground 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.

<b>SECTION A - GENERAL CONDITIONS</b>
---------------------------------------

**24. PAYMENT/INVOICES:**

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

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

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

**Remit To** Billing address to which you are requesting payment be sent

**Invoice Date** Creation date of the invoice

**Invoice Number** Company tracking number

**Shipping Address** Address where goods and/or services were delivered

**Ordering Department** Name of ordering department, including name and phone number of contact person

**PO Number** Standard purchase order number

**Ship Date** Date the goods/services were sent/provided

**Quantity** Quantity of goods or services billed

**Description** Description of services or goods delivered

**Unit Price** Unit price for the quantity of goods/services delivered

**Line Total** Amount due by line item

**Invoice Total** Sum of all of the line totals for the invoice

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 the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

**25. TAXES:**

The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the RFP. The Laws of the State of Florida provide that sales and use taxes are payable by the proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the proposer and be deemed to have been included in the RFP.



## SECTION A - GENERAL CONDITIONS

**26. 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.

**27. INSURANCE:**

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of the highest ranked firm may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second highest ranked firm.

## SECTION B- SPECIAL CONDITIONS

**Proposal Title: Professional Design Services for Courts Consolidation**  
**Proposal Number: 123-0386-NC(RM)**

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 twenty-four (24) months from the date of execution of the agreement unless otherwise indicated.

3. **EVALUATION CRITERIA for written proposals:**

Following is the criteria that will be used by the County to evaluate and score responsive and qualified written 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. A minimum of three (3) highest ranked firms (if at least three firms submitted) shall be shortlisted and invited to an oral presentation. The scores from the short listed firms are not carried forward. Final ranking recommendation is based on scores obtained during the oral presentation process.

a. **Ability of Firm and its Professional Personnel**

**400 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 Project 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. **Firms Willingness and Ability to Meet Schedule and Budget Requirements**

**50 Points**

1. Reviews the submittal from the firm and its understanding of the schedule and budgetary requirements.
2. The submittal should show a good understanding and approach to meet schedule and budget.

d. **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

<b>SECTION B- SPECIAL CONDITIONS</b>
--------------------------------------

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

\$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.

e. **Effect of the Firms Current and Projected Workload**

**50 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 complete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

f. **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.

g. **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**

4. **EVALUATION CRITERIA for oral presentations**

**The scores from the short listed firms are not carried forward. Final ranking recommendation is based on scores obtained during the oral presentation process.**

1. **Understanding of Project**

**300 Points**

Evaluate the firm's understanding of the overall project including the scope of work which may include but is not limited to; studies performed that affect the project, key design elements and affect on the community involved. The managerial approach to the project shall also be evaluated as well as the firm qualifications and proposed staff.

2. **Ability to Provide Required Services Within the Schedule and Budget**

**300 Points**

Evaluation of the firm's overall approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance and quality control, issues and methods employed to avoid cost overruns and project delays.

3. **Approach to the Project and Methods Used to Plan, Design and Administer the Project**

**300 Points**

Evaluates the overall approach to the project proposed by the firm and the appropriateness of the methods proposed to plan, design and administer the project in relation to the scope of work and County requirements.

4. **Qualifications**

**100 Points**

Evaluation of the qualifications of the individuals assigned to the project including the project manager and staff of the firm to be assigned. Qualifications shall include but not be limited to experience with similar projects, management experience, firm experience etc.

**Total 1000 Points**

5. **TIME LINE:**

**SECTION B- SPECIAL CONDITIONS**

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

Date	
July 26, 2013	Advertising & Publishing RFP
August 19, 2013	Deadline for Questions/Clarifications
August 29, 2013	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
TBD	Submit recommendation to Board for Award of Contract

**6. INFORMATION PACKAGE:**

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

- 1) "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.

**7. SUBMITTAL REQUIREMENTS:**

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.

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 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.**

**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.

**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**

## SECTION B- SPECIAL CONDITIONS

- 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.
- 4) 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.**
- 5) 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.

**E. 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.

- F. 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.

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.

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

Letters of Interest will be evaluated using the criteria **listed in Item 3 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 EIGHT (8) electronic media copies CDs/DVDs or Travel Drives in PDF format. The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning.**

**Please note the evaluation committee will use the electronic media copies to review your submittal. Failure to include all information in the electronic media copies may have an impact on your evaluation scores.**

**SECTION C – INSURANCE REQUIREMENTS**

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of the highest ranked firm may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second highest ranked firm.

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. 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 (4) 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 and any sub-contractors 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) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFP and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) 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.
- (4) 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.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) 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

**SECTION C – INSURANCE REQUIREMENTS**

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.

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from the both the Contractor and sub-contractor(s).

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	
Combined Single Limit per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (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	
Combined Single Limit Per Accident	\$ 1,000,000

- (D) 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	
Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

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.

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

**SECTION D - VENDOR REFERENCES**

**Proposal Title: Professional Design Services for Courts Consolidation  
Proposal Number: 123-0386-NC(RM)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

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 call 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: Professional Design Services for Courts Consolidation****Proposal Number: 123-0386-NC(RM)****A. OBJECTIVE:**

The Pinellas County Board of County Commissioners (Board) is seeking proposals from interested and qualified architectural and/or engineering firms to provide professional design services. The design package will include the preparation of a Design Criteria Package for the judicial consolidation at the Pinellas County Justice Center (CJC) Annex building to be constructed at the location of the Pinellas County CJC on 49<sup>th</sup> Street North, Clearwater, Florida. The design package will also include programming and design for the vacated space remaining in the St. Petersburg Judicial Campus located at 545 1<sup>st</sup> Ave, N. St. Petersburg, FL, following its relocation to the new Annex.

The overall objective of the project is to consolidate and centralize several court operations including Traffic Court and to create higher occupancy densities in existing County-owned space.

**B. BACKGROUND:**

Pinellas County internal stakeholders worked through a series of conceptual discussions and planning sessions culminating in the development of a plan to consolidate and centralize several court operations that was presented to the Board and approved by them on February 19, 2013. The Board directed Real Estate Management (REM) to move forward with the implementation of this Consolidation project.

**C. SCOPE OF WORK:**

The general scope of work will require the selected, Design Professional (DP) firm to conduct a comprehensive review and analysis of existing programs, functions, and spaces at the St. Petersburg Judicial Campus, the North and South County Service Centers, and the CJC. Once the DP firm has established a complete document of existing programmed spaces, it shall then develop a new program with internal stakeholders for spaces to be relocated to the new CJC Annex and for renovating the vacated space in the St. Petersburg Judicial Complex. The DP firm shall continue to work with the internal stakeholders and prepare design and developmental documents for each program. Additionally, the DP firm shall attend preliminary meetings and coordinate and document permitting requirements with jurisdictional permitting authorities. The DP shall take into account the existing facilities and possible future facilities, their intended uses, and services to the users and public. See Attachment 2 - map of CJC and Jail Campus.

**D. GENERAL INFORMATION:**

## 1. Pinellas County's current Court Operation Locations:

- |                               |                              |                |
|-------------------------------|------------------------------|----------------|
| • North Service Center        | 29582 US Hwy 19N             | Clearwater     |
| • Criminal Justice Center     | 14250 49 <sup>th</sup> St. N | Clearwater     |
| • South County Service Center | 1800 66 <sup>th</sup> St. N  | St. Petersburg |
| • St. Petersburg Courthouses  | 545 1 <sup>st</sup> Ave N    | St. Petersburg |
|                               | 501 1 <sup>st</sup> Ave N    | St. Petersburg |

## 2. Proposed CJC Annex General Spatial Needs:

- 36,000 square foot (general initial projection subject to change after comprehensive programming) building annex
- Courtrooms
- Judge's chambers
- Hearing rooms
- Holding cells
- Administration and staff offices
- Conference rooms
- Sally port with secured elevator and corridor

## 3. Annex Consolidation Plan Phase Summary

- Complete Design Criteria Package for CJC Annex
- Construct new CJC Annex
- Relocate Traffic Courts and Court Administrative staff
- Renovation of vacated space created by relocations

## 4. Florida Statue 287.055 9 (b)

**SECTION E – SCOPE OF WORK**

- *The Design Professional selected to prepare the design criteria package cannot participate in any design build competitive process relating to the Courts Consolidation Project(s) within the design criteria package. The Design Professional CANNOT team up or partner with the Design Builder. All firms may pursue future work as new projects are advertised by the County.*

**E. PROPOSED CONTRACT PERIOD:**

It is anticipated that the maximum contract period for the design criteria package project will be for two years from the date of the execution of the agreement. Construction of the Annex is estimated to begin sometime after October 1, 2015 but no later than September 30, 2016.

**F. BUDGET ESTIMATE:**

The budget estimate for the design criteria package project is \$1,500,000.00 - \$2,000,000.00

<b>SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSAL</b>
---

**Proposal Title: Professional Design Services for Courts Consolidation**  
**Proposal Number: 123-0386-NC(RM)**

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 EIGHT (8) electronic media copies CDs/DVDs or Travel Drives in PDF format. The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning.**

**Please note the evaluation committee will use the electronic media copies to review your submittal. Failure to include all information in the electronic media copies may have an impact on your evaluation scores.**

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information on how to become registered.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Signature

**W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION**

Substitute Form **W-9**

**Request for Taxpayer Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

Social security number : : :
or
Employer identification number : : :

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ▶ Date ▶

**\*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: Professional Design Services for Courts Consolidation  
Proposal Number: 123-0386-NC(RM)**

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

**ADDENDA NO.**

**SIGNATURE/PRINTED NAME**

**DATE RECEIVED**


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

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

**SECTION H – NO BID STATEMENT**

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

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

We, the undersigned have declined to submit a proposal for RFP No. **123-0386-NC(RM) for Professional Design Services for Courts Consolidation**

- 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 term or with not 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 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 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, 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 (3) 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 (3) 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 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.

(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 professional services 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, 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; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227.

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



AGREEMENT FOR DESIGN CRITERIA PACKAGE PROFESSIONAL SERVICES

FOR

Contract No.: 123-0386-NC(RM)

**Professional Design Services for Courts Consolidation**

AGREEMENT PREPARED BY

REAL ESTATE MANAGEMENT DEPARTMENT

TABLE OF CONTENTS

SECTION 1 INTENT OF AGREEMENT ..... 1

SECTION 2 SCOPE OF PROJECT..... 3

    2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS.....3

    2.3 CONSULTING RESPONSIBILITIES.....3

    2.4 GENERAL DESIGN CONDITIONS.....4

    2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS.....4

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT ..... 4

    3.1 DESIGN CRITERIA PHASE.....5

    3.2 PROVISIONS RELATED TO ALL PHASES.....5

    3.3 PERMIT APPLICATIONS AND APPROVALS.....6

    3.4 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES.....6

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY..... 6

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON ..... 7

SECTION 6 PAYMENT GUIDELINES AND CATEGORY OF SERVICES ..... 7

    6.1 BASIC SERVICES.....7

    6.2 CONTINGENCY SERVICES.....7

    6.3 ADDITIONAL SERVICES.....7

    6.4 INVOICING.....8

SECTION 7 COMPENSATION TO THE CONSULTANT ..... 8

SECTION 8 PERFORMANCE SCHEDULE ..... 8

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES..... 9

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES..... 9

SECTION 11 SATISFACTORY PERFORMANCE ..... 9

SECTION 12 RESOLUTION OF DISAGREEMENTS ..... 9

SECTION 13 CONSULTANT’S ACCOUNTING RECORDS ..... 9

SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS..... 10

SECTION 15 INSURANCE COVERAGE AND INDEMNIFICATION..... 10

SECTION 16 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246..... 13

SECTION 17 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 ..... 13

SECTION 18 PROHIBITION AGAINST CONTINGENT FEE ..... 13

SECTION 19 TRUTH IN NEGOTIATIONS ..... 13

SECTION 20 SUCCESSORS AND ASSIGNS ..... 13

SECTION 21 INTEREST ON JUDGMENTS ..... 14

SECTION 22 TERMINATION OF AGREEMENT ..... 14

SECTION 23 AGREEMENT TERM ..... 15

SECTION 24 CONFLICT OF INTEREST ..... 15

SECTION 25 EXTENT OF AGREEMENT ..... 15

SECTION 26 PUBLIC ENTITY CRIMES ..... 15

SECTION 27 GOVERNING LAW AND AGREEMENT EXECUTION..... 15

EXHIBIT A

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES  
FOR COURTS CONSOLIDATION**

THIS AGREEMENT, entered into on the \_\_\_ day of \_\_\_\_\_, 2013, 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 \_\_\_\_\_, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY acknowledges the need to provide a design criteria package and services for the County's CJC Courts Consolidation, the aforementioned improvements being referred to as the PROJECT; and

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES requisite to the development of the design criteria package; and

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

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

**SECTION 2  
SCOPE OF PROJECT**

**2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS**

For the purposes of this AGREEMENT, the term PROJECT shall include all areas of proposed improvements, all areas which may reasonably be judged to have an impact on the PROJECT, all PROJECT development phases, and the services and activities attendant thereto. It is not the intent of this AGREEMENT to identify the exact limits or details involved in providing satisfactorily completed PROJECT documents. The CONSULTANT shall provide the following professional architectural, engineering, and other applicable services, as required, to prepare a complete Design Criteria Package and services for the \_\_\_\_\_.

The scope of work for this project is the preparation of a Design Criteria Package and services for the \_\_\_\_\_.

In consideration of the Design Criteria Package, the CONSULTANT shall take into account the existing facilities and possible future facilities, their intended uses, and services to the users and public, all within the defined area of land available to the PROJECT. The Design Criteria Package will validate and update the recommendations made by \_\_\_\_\_ for \_\_\_\_\_ and will incorporate the following departments: \_\_\_\_\_ in the initial phase of development of the Master Plan and will address future additions to the Master Plan as identified during the programming stage of the development of the Design Criteria Package for the PROJECT.

The Design Criteria Package for the PROJECT shall identify, define and describe in detail the specific requirements for the design, construction, phasing, scheduling and cost of the facilities. The Design Criteria Package shall identify and describe the levels of wind performance criteria for the various building components of the PROJECT.

This PROJECT will require architectural, civil/site engineering, landscape design, telecommunications, security, acoustical, audio visual, electrical, lighting, structural, mechanical, plumbing, fire protection, building automation and cost estimating services.

**2.2 PROJECT PHASES**

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

Phase 1 – Design Criteria Phase

**2.3 CONSULTING RESPONSIBILITIES**

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans of its subconsultants, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this AGREEMENT; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel

engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

- D. The CONSULTANT shall endorse all reports, calculations, contract plans and survey data. Services shall be prepared under the direction of an architect/engineer 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 architect/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, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

#### 2.4 GENERAL DESIGN CONDITIONS

2.4.1 The CONSULTANT shall coordinate and solicit appropriate input, with the knowledge of the COUNTY'S PROJECT MANAGER and all affected user agencies.

2.4.2 All design data, plans, and drawings shall be delivered on a CD formatted to .DXF or .DWG utilizing the latest AutoCAD Release and PDF format; as well as providing hard copies of plans and drawings. All specifications and other documents shall be delivered on a CD in PDF format, as well as the reproducible hard copies.

2.4.3 Three (3) CDs and three (3) copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this AGREEMENT.

2.4.4 The CONSULTANT shall develop acceptable alternates to any and all design recommendations, which the COUNTY'S PROJECT MANAGER may declare unacceptable.

#### 2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

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

### **SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT**

Professional services shall be provided by the CONSULTANT as required for a detailed and complete Design Criteria Package in accordance with the architectural/engineering proposal submitted by \_\_\_\_\_, and attached as Exhibit A shall include but not be limited to the following:



### 3.1 DESIGN CRITERIA PHASE

3.1.1 Review of latest Master Plan

3.1.2 Existing Data Gathering/Research

3.1.3 Existing Site Analysis

3.1.4 Programming & Space Needs Assessment

3.1.5 Proposed update(s) to latest Master Plan

3.1.6 Schematic Design

3.1.7 50% Design Development including materials, systems, & performance criteria

3.1.8 Preliminary application reviews with jurisdictional permitting authorities

The CONSULTANT shall prepare Design Criteria Package consisting of concept drawings, performance specifications and other documents illustrating the scale and relationship of the PROJECT components. The Design Criteria Package shall include, but not be limited to, the following: legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, construction budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements applicable to the project.

The CONSULTANT shall meet with COUNTY to review the Design Criteria Package and the COUNTY'S comments. Directions for items to be included in the final Design Criteria Package will be identified.

The CONSULTANT shall provide a record memorandum for the COUNTY'S approval. The Design Criteria Package Phase shall be deemed completed when the review meeting record memorandum action items have been addressed by the CONSULTANT.

### 3.2 PROVISIONS RELATED TO ALL PHASES

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

3.2.2 The CONSULTANT will coordinate work designed by various disciplines.

3.2.3 The CONSULTANT will furnish check prints for every project phase, including three (3) sets at the 50% point of each phase and at every PROJECT phase completion.

3.2.4 The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the design criteria documents.

- a. Three (3) copies of the design notes and computations shall be submitted to the COUNTY with the design criteria review plans. When the plans are submitted for final review, the design notes and computations corrected for any COUNTY comments shall be resubmitted. At the PROJECT completion, a final set of the design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the record set of criteria documents.

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

- 1) Design criteria used for the PROJECT.
- 2) Lighting calculations.
- 3) Structural calculations.
- 4) Drainage calculations.
- 5) Acoustical calculations.
- 6) HVAC calculations.
- 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
- 8) Calculations showing probable cost comparisons of various alternatives considered.
- 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
- 10) Other PROJECT-related correspondences as appropriate.

3.2.5 Each set of plans for the PROJECT shall be accurate, legible, complete in design, intent and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished in a format which is acceptable to the COUNTY.

3.2.6 The CONSULTANT shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of criteria documentation for the PROJECT.

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

3.2.8 Other CONSULTANT responsibilities shall be as listed below:

- a. Provide necessary sealed drawings to obtain building permits or any utility permit.

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

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

### 3.3 PERMIT APPLICATIONS AND APPROVALS

3.3.1 The CONSULTANT shall prepare all applicable permit applications, data and drawings required for submittal BY THE COUNTY for approval of local, state and federal agencies for the advancement of the Master Plan, and Design Criteria Documentation.

### 3.4 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

3.4.1 The CONSULTANT shall proactively meet with the various utility services agencies; review, research, and program their requirements; and coordinate them into and with the PROJECT design.

3.4.2 The CONSULTANT shall investigate PROJECT site drainage; proactively meet with any city or drainage district that may be affected by or have an effect on the PROJECT; program their requirements; and coordinate them into and with the PROJECT design.

## **SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY**

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

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

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

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

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

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

5.3 The CONSULTANT shall participate in scheduled PROJECT meetings and conferences with COUNTY staff personnel. The meetings will be scheduled by either the CONSULTANT or the COUNTY at a location mutually agreed to by both parties.

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

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

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

### **6.1 BASIC SERVICES**

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

### **6.2 CONTINGENCY SERVICES**

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

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

### **6.3 ADDITIONAL SERVICES**

When executed by the Board of County Commissioners as an amendment to this AGREEMENT, the CONSULTANT shall provide such additional services as may become necessary because of changes

in the Scope of PROJECT. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

#### 6.4 INVOICING

The CONSULTANT may submit invoices for fees earned on a monthly basis in accordance with the attached EXHIBIT A PROPOSAL. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase. The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. §218.70 et. seq.

Fees for contingent or additional authorized services shall be invoiced separately. A copy of prior written authorization by the COUNTY's PROJECT MANAGER shall be attached to the invoice. The invoice shall be due and payable upon approval by the COUNTY'S PROJECT MANAGER.

### **SECTION 7 COMPENSATION TO THE CONSULTANT**

7.1 For the BASIC SERVICES provided for in this AGREEMENT, as defined in Section 3, the COUNTY agrees to pay the CONSULTANT as follows:

- A. A total fee of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) for Programming
- B. A total fee of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) for Master Planning.
- C. A total fee of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) for Criteria Design.

The above fees shall constitute the total not to exceed amount of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) to the CONSULTANT for the performance of the Basic Services.

7.2 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) for all assignments performed.

7.3 Total AGREEMENT amount not to \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00).

7.4 For any ADDITIONAL SERVICES, the COUNTY agrees to pay the CONSULTANT a negotiated total fee based on the work to be performed as detailed by a written amendment to this AGREEMENT. As previously noted in Section 6.3, services that exceed the total dollar limit of this AGREEMENT must be approved by the Board of County Commissioners.

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

### **SECTION 8 PERFORMANCE SCHEDULE**

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

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

8.2 The Design Criteria Phase submittal shall be submitted to the COUNTY within fifteen months from the date of the Design Criteria Phase "NOTICE TO PROCEED."

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

## **SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES**

9.1 The CONTINGENCY services provided for under this AGREEMENT shall be performed only upon prior written authorization from the Director of Real Estate Management or designee.

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

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

## **SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES**

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

## **SECTION 11 SATISFACTORY PERFORMANCE**

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

## **SECTION 12 RESOLUTION OF DISAGREEMENTS**

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

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

## **SECTION 13 CONSULTANT'S ACCOUNTING RECORDS**

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

13.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the AGREEMENT. These records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated

settlements), and any other supporting evidence necessary to substantiate charges related to this AGREEMENT. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this AGREEMENT.

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

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

#### **SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS**

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

#### **SECTION 15 INSURANCE COVERAGE AND INDEMNIFICATION**

15.1 Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of the highest ranked firm may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second highest ranked firm.

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. 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 (4) 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 and any sub-contractors 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) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFP and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) 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.
- (4) 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.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) 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.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from the both the Contractor and sub-contractor(s).

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		
	Combined Single Limit per Occurrence	\$ 1,000,000
	Products/Completed Operations Aggregate	\$ 1,000,000
	Personal Injury and Advertising Injury	\$ 1,000,000
	General Aggregate	\$ 2,000,000

(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		
	Combined Single Limit Per Accident	\$ 1,000,000

(D) 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		
	Each Occurrence or Claim	\$ 5,000,000
	General Aggregate	\$ 5,000,000

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.

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

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

15.2 To the maximum extent permitted by Florida law, the CONSULTANT shall defend, indemnify and hold harmless the COUNTY, its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, 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, whether resulting from any claimed breach of this AGREEMENT by the CONSULTANT or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT or anyone employed or utilized by the CONSULTANT in the performance of this AGREEMENT.



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.

15.3 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.

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

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

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

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

**SECTION 18  
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19  
TRUTH IN NEGOTIATIONS**

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

**SECTION 20  
SUCCESSORS AND ASSIGNS**

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

**SECTION 21  
INTEREST ON JUDGMENTS**

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

**SECTION 22  
TERMINATION OF AGREEMENT**

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

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

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

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

**SECTION 23  
AGREEMENT TERM**

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

**SECTION 24  
CONFLICT OF INTEREST**

24.1 By accepting award of this AGREEMENT, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

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

**SECTION 25  
EXTENT OF AGREEMENT**

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

**SECTION 26  
PUBLIC ENTITY CRIMES**

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

**SECTION 27  
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.

\_\_\_\_\_

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