

**PROFESSIONAL SERVICES NON-CONTINUING SERVICES SAMPLE AGREEMENT
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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING MATERIAL AND TESTING SERVICES
FOR**

(Side Slope Closure at Bridgeway Acres West Landfill – Professional Consulting Services)

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

WITNESSETH, That:

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

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

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

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

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

For the purposes of this Agreement the term PROJECT shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the PROJECT, and all PROJECT services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed PROJECT construction documents. The CONSULTANT shall provide the following professional services. The PROJECT shall be based on the following data:

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

2.2 PROJECT TASKS

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

The CONSULTANT will complete the PROJECT in four (4) Tasks as described below. Specific services to be provided are described in Section 3.

- Task 1 – Project Management
- Task 2 – Construction Observation Services
- Task 3 – Material and Laboratory Testing Services
- Task 4 – Construction Contract Administration

2.3 CONSULTING RESPONSIBILITIES

- A. 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.
- B. 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.
- C. The CONSULTANT or material testing laboratory shall endorse all applicable reports, calculations, contract. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- D. The CONSULTANT shall be responsible for the preparation of a PROJECT 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.

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

2.4 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 BIDDING PHASE: NOT APPLICABLE

3.2 CONSTRUCTION PHASE – See Scope of Services

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

A. Construction Consultation Services

1. Maintenance of master file of responsible submittals with duplicate for COUNTY.
2. Full-Time Construction Field Observation Services for an eighteen (18) month period to determine if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide daily written report. This field observation requirement shall include any subconsultants at appropriate construction points.
3. Review for comment any and all proposal requests, supplemental drawings and information and change orders.
4. Review for correctness Contractors pay requests for the COUNTY.
5. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
6. Notify the COUNTY of any deficiencies found in follow-up reviews.
7. The Contractor shall have prime responsibility in the warranty period for all services herein. The CONSULTANT shall assist, consult, observe review and document as noted.

B. Full-Time Construction Contracts Administration Services

1. The CONSULTANT shall provide full construction contract administration services with the following staff positions:
 - a. Construction Administrator;
 - b. One Construction Inspector;
 - c. Secretary and Clerk.

2. The CONSULTANT, as representative of the COUNTY during construction, shall advise and consult with the COUNTY and all of the COUNTY'S instructions to the Contractor shall be issued through the CONSULTANT or Engineer of Record (EOR). Through continuous on-site observations of the work in progress and field checks of materials and equipment the CONSULTANT shall endeavor to provide protection for the COUNTY against defects and deficiencies in the work of the Contractor.
3. Based on such observations at the site and on the Contractor's Application For Payment, the CONSULTANT shall determine the amount owing to the Contractor and shall prepare Pay Requests for such amounts. The issuance of Pay Requests shall constitute a representation by the CONSULTANT to the COUNTY that the Work has progressed to the point indicated; that to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Construction Contract Documents subject to minor deviations from the Construction Contract Documents correctable prior to completion, and to any specific qualifications stated in the Pay Request, and that the Contractor is entitled to payment in the amount certified. The CONSULTANT shall review claims for extra compensation, or extensions of time from the Contractor, make recommendations to the COUNTY concerning validity, and prepare responses for the COUNTY.
4. The CONSULTANT shall be, in the first instance, the interpreter of the requirements of the Construction Contract Documents in coordination with the EOR. The CONSULTANT shall render opinions on all claims of the COUNTY or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The CONSULTANT'S decisions in matters relating to artistic effect shall be final if consistent with the intent of the Construction Contract Documents.
5. The CONSULTANT shall have authority to reject Work, which does not conform to the Construction Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Construction Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Construction Contract Documents whether or not such Work be then fabricated, installed or completed.
6. The CONSULTANT shall:
 - a. Review the progress schedule, schedule of material testing and schedule of values prepared by the Contractor and consult with the COUNTY concerning acceptability; and
 - b. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
7. The CONSULTANT shall:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, and Field Orders, additional Drawings issued subsequent to the execution of the Contract. Clarifications and interpretations of the Contract Documents, progress reports, and other PROJECT related documents;
 - b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, list of job site equipment, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to the COUNTY;

- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment;
 - d. Furnish the COUNTY no less than monthly reports of progress of the Work and of Contractor's compliance with the progress schedule and schedule of material testing.
 - e. Report immediately to the COUNTY upon occurrence of any accident;
 - f. Verify tests, observe, record and report to the COUNTY appropriate details relative to the test procedures and startups;
 - g. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, and record the results of these inspections; and
 - h. During the course of the Work, verify that certificates, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the COUNTY prior to final payment for the Work.
8. The CONSULTANT shall before the issuance of a Certificate of Substantial Completion:
- a. Submit to the Contractor a list of observed items requiring completion or correction;
 - b. Conduct final inspection in the company of the COUNTY, and Contractor and prepare a final list of items to be completed or corrected, and
 - c. Observe that all items on the final list have been completed or corrected and make recommendations to the COUNTY concerning acceptance.
- C. The CONSULTANT shall not:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the COUNTY or EOR;
 - 2. Undertake any of the responsibilities of the Contractor, subcontractor or Contractor's superintendent;
 - 3. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents;
 - 4. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work; and
 - 5. Accept Shop Drawing or sample submittals from anyone other than the Contractor.

3.3 PROVISIONS RELATED TO ALL PHASES

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

3.3.2 The CONSULTANT will coordinate work designed by various disciplines.

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

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

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

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

Copies of conformed plans and specifications for the PROJECT.

**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 construction observation activities, the COUNTY will conduct with the CONSULTANT a preliminary conference for the purpose of discussing issues relative to the PROJECT, plans preparation and submittal procedures and to convey to the CONSULTANT such items provided for under Section 4 as may be required and available at that time.

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

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

5.5 The CONSULTANT shall keep accurate minutes of CONSULTANT'S meetings with COUNTY and distribute copies to all attending. These meetings shall be set up through the COUNTY and appropriate COUNTY staff shall attend. The EOR will be responsible for keeping accurate minutes of construction progress meetings.

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

6.1 BASIC SERVICES

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

6.2 CONTINGENCY SERVICES

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

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

6.3 ADDITIONAL SERVICES

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

6.4 INVOICING

The CONSULTANT may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase. The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

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

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

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

A Lump Sum Fee of: _____ (TYPE AMOUNT UPPER/LOWER NOT UNDERSCORED) (INSERT DOLLAR AMOUNT IN PARENTHESIS) for the Project Management - Task 1 of the PROJECT.

A Lump Sum Fee of: _____ (TYPE AMOUNT UPPER/LOWER NOT UNDERSCORED) (INSERT DOLLAR AMOUNT IN PARENTHESIS) for the Construction Observation Services – Task 2 of the PROJECT.

Unit Based
Reimbursable of: _____ (TYPE AMOUNT UPPER/LOWER NOT UNDERSCORED) (INSERT DOLLAR AMOUNT IN PARENTHESIS) for the Material and Laboratory Testing Services – Task 3 of the PROJECT.

A Lump Sum Fee of: _____ (TYPE AMOUNT UPPER/LOWER NOT UNDERSCORED) (INSERT DOLLAR AMOUNT IN PARENTHESIS) for the Construction Contract Administration – Task 4 of the PROJECT.

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

Direct labor costs shall mean salaries and wages paid directly to the CONSULTANT'S personnel and does not include indirect payroll related costs or fringe benefits.

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

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

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

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

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

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

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

SECTION 8 PERFORMANCE SCHEDULE

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

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

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

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

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

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

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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

SECTION 11 SATISFACTORY PERFORMANCE

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

**SECTION 12
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 13
CONSULTANT'S ACCOUNTING RECORDS**

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

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

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

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

**SECTION 14
OWNERSHIP OF PROJECT DOCUMENTS**

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

**SECTION 15
INSURANCE COVERAGE AND INDEMNIFICATION**

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

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

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

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

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

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

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

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

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

**SECTION 22
TERMINATION OF AGREEMENT**

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

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

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

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

**SECTION 23
AGREEMENT TERM**

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

**SECTION 24
CONFLICT OF INTEREST**

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

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

**SECTION 25
ENTIRE AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: _____

Print Name: _____

Title: _____ Date: _____

By: _____

Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____

Print Name: _____

Title: _____ Date: _____

By: _____

Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: _____

Office of the County Attorney