

## AGREEMENT

25-0689-ITB

Flood Barriers

This Agreement (the “agreement” or “contract”), is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and Engineering Inspections and Restoration Services LLC whose primary address is St Petersburg, FL (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

### ***NOW THEREFORE, the Parties agree as follows:***

#### **A. Documents Comprising Agreement**

1. This Agreement, including the documents listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. This Agreement
  - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 4/10/2025, posted at <https://pinellas.gov/county-standard-terms-conditions/>
  - c. Special Conditions attached as Exhibit C.
  - d. Insurance Requirements attached as Exhibit D.
  - e. Scope of Work / Specifications attached as Exhibit E.
  - f. Pricing Proposal attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the documents listed, which control in the order listed above.

#### **B. Term**

1. All work must be completed within twelve (12) weeks from the official issuance of the notice to proceed (the “Contract Term”).

#### **C. Expenditures Cap**

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed \$350,726.00 for the Contract Term without a written amendment to this Agreement.

#### **D. Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

Pinellas County, a political subdivision of the  
State of Florida:

Contractor:

\_\_\_\_\_  
Signature

*Arthur Fleahman*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Arthur Fleahman  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

President  
\_\_\_\_\_

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

11/06/2025  
\_\_\_\_\_

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

By: Keiah Townsend  
Office of the County Attorney

## **Exhibit C – Special Terms & Conditions**

### **4. Special Terms & Conditions**

#### **4.1. INTENT**

It is the intent of Pinellas County to establish an Agreement for Flood Barriers to be ordered, as and when required.

#### **4.2. NON-NEGOTIABLE TERMS**

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) *(if the Agreement includes software, online, or digital content services)*

Any terms required by law

#### **4.3. PRICING/PERIOD OF CONTRACT**

Unit prices for listed items will remain fixed throughout the Agreement's duration, which extends until all goods and services are delivered and accepted by the County representative. All work must be completed within twelve (12) weeks from the issuance of the notice to proceed.

#### **4.4. ORDERS**

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

#### **4.5. ASBESTOS MATERIALS**

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

#### **4.6. SERVICES**

***The terms below are applicable if the Solicitation includes the provision of SERVICES:***

- A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

#### **4.7. GOODS & PRODUCTS**

***The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:***

- A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### **4.8. QUANTITIES**

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

## **Exhibit D – Insurance Requirements**

### **5. Insurance Requirements**

#### **5.1. INSURANCE (General)**

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 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 VIII or better.

#### **5.2. INSURANCE (Requirements)**

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) 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(s) 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 endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to

Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Vendor or their agent prior to the expiration date.

1. 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 Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.
  2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
    - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
    - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
    - c. Provide that County will be an additional indemnified party of the subcontract;
    - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
    - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions

- f. Assign all warranties directly to the County; and
- g. Identify the County as an intended third-party beneficiary of the subcontract.  
The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

F. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation 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 Vendor.
- 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. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits 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:

### **5.3. WORKERS' COMPENSATION INSURANCE**

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

#### **A. Limits**

- 1. Employers' Liability Limits Florida Statutory
  - a. Per Employee \$ 500,000
  - b. Per Employee Disease \$ 500,000

c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

**5.4. COMMERCIAL GENERAL LIABILITY INSURANCE**

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits

- |  |              |
|--|--------------|
| 1. Combined Single Limit Per Occurrence    | \$ 1,000,000 |
| 2. Products/Completed Operations Aggregate | \$ 2,000,000 |
| 3. Personal Injury and Advertising Injury  | \$ 1,000,000 |
| 4. General Aggregate                       | \$ 2,000,000 |

**5.5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE**

To cover owned, hired, and non- owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

A. Limit

- |                                       |             |
|---------------------------------------|-------------|
| 1. Combined Single Limit Per Accident | \$1,000,000 |
|---------------------------------------|-------------|

**5.6. PROPERTY INSURANCE**

Vendor will be responsible for all damage to its own property, equipment and/or materials.



## **Exhibit E – Scope of Work / Specifications**

### **6. Scope of Work / Specifications**

#### **6.1. OBJECTIVE/JUSTIFICATION**

Flood Mitigation Barrier Installation – Pinellas County Utilities Department Critical Infrastructure

Project Overview:

This project involves the procurement, delivery, and installation of nine hundred fifty-seven (957) square feet of flood protection barriers at identified critical sites within the Utilities Department. The goal is to enhance resilience against flood-related risks to ensure continuity of essential services and protection of critical infrastructure.

Project Objectives:

- Mitigate flood risks at vital utility infrastructure sites.
- Ensure all installed barriers meet regulatory, safety, and operational requirements.
- Complete installation with minimal disruption to existing utility services.

#### **6.2. SCOPE OF WORK**

##### **1. Site Assessment & Verification**

- Conduct a pre-installation survey of each site to confirm dimensions and site conditions.
- To schedule survey, contact Roberto Jimenez, 727-464-5825, [rjimenez@pinellas.gov](mailto:rjimenez@pinellas.gov) or Bryan Rivera, 727-464-4180, [brivera@pinellas.gov](mailto:brivera@pinellas.gov)
- Verify flood risk level and site-specific requirements and provide an action plan for each location.
- Demonstrate successful completion of at least 3 projects of similar size and scope.

##### **2. Design and Engineering**

- Provide detailed designs and specifications for the flood barrier systems tailored to each location.
- Ensure designs comply with applicable federal, state, and local regulations.

##### **3. Procurement and Delivery**

- Supply all materials, components, and hardware for the flood barriers.
- Ensure all equipment and systems are compliant with specified quality standards

##### **4. Installation**

- Perform ground preparation and structural modifications as necessary.
- Install flood barriers according to manufacturer guidelines and engineering drawings.

- Coordinate installation to avoid interference with ongoing utility operations.

#### 5. Testing and Commissioning

- Conduct functional testing of each barrier to ensure proper operation and integrity.
- Provide testing documentation.

#### 6. Training and Handover

- Provide hands-on training for Utilities Department personnel on installation, maintenance, and deployment procedures.
- Deliver user manuals, maintenance schedules, and warranty documentation.

#### 7. Project Management and Documentation

- Submit a detailed schedule including milestones for each site.
- Provide regular updates, including site reports and progress photos.
- Maintain compliance with safety and environmental standards throughout the project duration.

### 6.3. TIMELINE

All work must be completed within twelve (12) weeks from the date of notice to proceed.

### 6.4. DELIVERABLES

- Completed and commissioned flood barrier installations at all designated sites.
- Training and documentation package.

## Exhibit F – Pricing Proposal

**Project: 25-0689-ITB Flood Barriers**

**Vendor Price Page**

Item No.	Type	Entry Width	Quantity	Engineering Inspections and Restoration Services Response
<b>Keller Water Treatment Facility 3655 Keller Cr Tarpon Springs, FL 34688</b>				
<b>Capri</b>				
3	Standard Single Door	40 in	1	\$ 2,467.37
4	Standard Double Door	88 in	1	\$ 3,429.37
5	Louver	28 in	2	\$ 4,431.94
6	Louver	23 in	7	\$ 14,810.32
<b>SouthCross Bayou Water Reclamation Facility, 7401 54th Ave N, St. Petersburg, FL 33709</b>				
<b>Generator Building 1</b>				
7	Standard Double Door	76 in	1	\$ 4,316.65
8	Standard Single Door	40 in	1	\$ 3,595.15
9	Louver	119 in	6	\$ 33,884.52
10	Roll-Up Door	118 in	1	\$ 5,386.88
<b>Generator Building 2</b>				
11	Standard Double Door	76 in	1	\$ 3,419.64
12	Standard Single Door	40 in	2	\$ 5,396.28
13	Roll-Up Door	144 in	2	\$ 6,191.54
14	Louver	111 in	1	\$ 5,250.77
15	Louver	128 in	1	\$ 5,250.77
16	Louver	144 in	5	\$ 26,253.85
17	Louver	167 in	1	\$ 5,250.77
<b>Generator Building 3</b>				
18	Standard Double Door	76 in	1	\$ 3,419.64
19	Standard Single Door	40 in	2	\$ 5,396.28
20	Louver	136 in	1	\$ 5,250.77
21	Louver	144 in	3	\$ 15,752.31
22	Roll-Up Door	144 in	1	\$ 5,250.77
<b>Generator Building 4</b>				
23	Standard Double Door	77 in	1	\$ 3,450.52
24	Standard Single Door	40 in	2	\$ 5,396.28
25	Louver	32 in	1	\$ 2,115.76
26	Louver	39 in	1	\$ 3,450.52
27	Louver	104 in	1	\$ 4,673.95
28	Louver	144 in	1	\$ 5,250.77
29	Roll-Up Door	144 in	1	\$ 5,250.77

IPS				
30	Standard Double Door	76 in	1	\$ 3,313.87
31	Standard Single Door	40 in	2	\$ 2,593.37
Digester Building				
32	Standard Double Door	76 in	1	\$ 3,508.87
33	Standard Double Door	88 in	1	\$ 3,749.37
34	Standard Single Door	40 in	2	\$ 5,574.74
35	Roll-Up Door	96 in	1	\$ 3,669.21
De-Chlorination Building				
36	Standard Single Door	40 in	5	\$ 12,979.75
37	Roll-Up Door	145 in	2	\$ 4,928.80
Chlorine Building				
38	Standard Single Door	40 in	4	\$ 10,902.84
39	Roll-Up Door	145 in	2	\$ 14,738.54
RCW Pump Room				
40	Standard Single Door	40 in	1	\$ 2,692.37
41	Standard Double Door	77 in	1	\$ 4,764.68
RCW MCC Room				
42	Standard Double Door	64 in	1	\$ 3,685.87
43	Standard Double Door	88 in	1	\$ 4,166.87
44	Louver	98 in	2	\$ 9,672.52
William E Dunn Reclamation Facility 4111 Dunn Dr, Palm Harbor, FL 34683				
Front Building				
45	Standard Single Door	40 in	1	\$ 2,647.38
46	Roll-Up Door	120 in	1	\$ 4,479.18
Back Building				
47	Standard Single Door	41 in	1	\$ 2,667.41
48	Standard Double Door	64 in	1	\$ 3,128.37
49	Louver	51 in	1	\$ 2,867.83
Unspecified and Unforeseen				
50	Additional doors/locations will be invoiced on linear foot quote. <b>Estimated Budget \$25,000.00</b>			\$ 366.75
51	Unforeseen conditions to be approved in writing at the County's sole discretion		Estimated Budgeted Total	\$ 25,000.00
Contract Total				\$ 350,726.00