

## FIRST AMENDMENT

This Amendment made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Wright-Pierce, Inc., Tampa, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

### WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on March 28, 2022, pursuant to Pinellas County Contract No. 21-0610-NC(PLU) (hereinafter "Agreement") pursuant to which the Contractor agreed to provide PROFESSIONAL ENGINEERING SERVICES associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of recommended improvements to the Gulf Beach Water Booster Station for County; and

WHEREAS, Section 25 of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for additional services as defined in Exhibit A-1 Phase II Scope of Services, Exhibit B-1 and B-2 Phase II Hourly Rate Sheets, and Exhibit C-1 Phase II Certificate of Insurance , at the same terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. This agreement is increased at the price of \$1,101,796.00, with a revised total not to exceed amount of \$1,151,796.00 for additional scopes of work as defined in attached Exhibits.
2. Exhibit A-1 Phase II Scope of Services, Exhibit B-1 Phase II Fee Estimate – Wright-Pierce and Exhibit B-2 Phase II Proposal for Survey Services – Echo UES, and Exhibit C-1 Phase II Certificate of Insurance is incorporated into this Agreement.
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this First Amendment as of the day and year first written above.

CONTRACTOR:

Steven C. Hallowell  
Authorized Signature

Steven C. Hallowell  
Printed Authorized Signature

Vice President  
Title Authorized Signature

PINELLAS COUNTY, FLORIDA  
by and through its  
Board of County Commissioners

\_\_\_\_\_  
Chairman

ATTEST:  
KEN BURKE

\_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM**

By: Jacina Parson  
Office of the County Attorney

# **EXHIBIT A-1 – PHASE II - SCOPE OF SERVICES**

## **Professional Engineering Services**

**21-0610-NC (SS)**

**for the**

**Gulf Beach Water Booster Station Improvements – Phase 2**

**PID 002150A**

### **BACKGROUND**

Pinellas County Utilities' (COUNTY's) water is purchased from Tampa Bay Water and enters the Pinellas County water network in the Northeast County area near the Pinellas/Pasco County line. Through a network of four booster pump stations and various control valves, the water travels south approximately 35 miles to the southern tip of Pinellas County at Fort Desoto Park. The COUNTY has recently undergone multiple water quality improvement and booster station upgrade projects starting at the north end of the COUNTY and working its way downstream to the south. The Gulf Beach Water Booster Station (GBWBS), located at 4501 Gulf Boulevard, St. Pete Beach, FL 33706, and originally constructed around 1969, is the next facility within the Utility Capital Improvement Program scheduled for upgrades.

The COUNTY selected Wright-Pierce, Inc. (CONSULTANT) to provide preliminary engineering, design, permitting, and engineering services during construction to rehabilitate the GBWBS to meet current industry and operational standards and incorporate flood mitigation and storm surge resiliency. The CONSULTANT has completed the preliminary engineering phase, which included the development of a Preliminary Engineering Report (PER). The PER has been approved by the COUNTY and establishes the requirements for the design phase of the project.

This Scope of Services includes the design, permitting, and construction-related engineering services necessary to implement the improvements presented in the PER. The improvements generally include:

- Demolishing the existing single-story pump building, which is below the approved Design Flood Elevation (DFE).
- Constructing a new two-story building so that critical equipment can be located above the DFE. The new building will be designed following the latest building codes to withstand wind and flood loads as described in the approved PER.
- Constructing the following items within the new building:
  - Three (3) horizontal split case pumping units
  - Two (2) sodium hypochlorite bulk storage tanks and two (2) sodium hypochlorite feed skids
  - Two (2) venturi flow meters
  - Two (2) control valves (fill and emergency control)

- Piping and valves necessary to accommodate the upgrades
- A motor control center (MCC), switchgear, and variable frequency drives (VFDs)
- A standby diesel generation system
- Instruments and controls including a Local Control Panel with a Programmable Logic Controller (PLC)
- Security system and communication devices to connect to the COUNTY's Supervisory and Control Data Acquisition (SCADA) network
- Constructing yard piping, site civil, ground storage tank (GST), and drainage improvements

## **SCOPE OF SERVICES**

### **Task 1 – Project Management Services and Client Kickoff Meeting**

The CONSULTANT will perform the below services:

#### **1.1 Project Management Services**

Project management services throughout the 41-month duration of the Project, which includes 12 months for design and permitting, 5-months for bidding and award, and 24 months for construction. Project management services include:

- Setting up and updating the project plan, accounting files, project schedule using Microsoft Project, and resource projections as needed to keep the project on schedule and within budget.
- Conducting internal project meetings to review project status and issues that have the potential to impact the project, prioritizing efforts, and scheduling and assigning personnel and other necessary resources. Critical issues identified during the internal project meetings will be communicated to the COUNTY.
- Communicating with the COUNTY as necessary to coordinate, plan, and manage the project.
- Developing and submitting monthly invoices with status reports and updated schedules. The status reports will include descriptions of work completed and a summary of the critical issues and items discussed during internal meetings over the past month.

#### **1.2 Client Kickoff Meeting**

Conduct a Teams-enabled Project Kickoff Meeting with COUNTY staff to discuss the project scope, schedule, critical success factors, information needs, and coordinate information exchanges. The CONSULTANT will develop a meeting agenda and will electronically submit a meeting summary to all attendees.

#### **Task Deliverable(s):**

- Kickoff Meeting agenda in a portable document file (PDF) electronically submitted to attendees.
- Kickoff Meeting summary in PDF electronically submitted to attendees.
- Monthly status report and updated schedule with each invoice.

### Task Assumption(s):

- The Kickoff Meeting will be held within 2 weeks of the Notice to Proceed (NTP).
- The CONSULTANT's Project Manager (PM) and a Project Engineer will attend the Kickoff Meeting in person. Other members of the CONSULTANT's team will attend the meeting by Teams.

### **Task 2 – Design Services – 60%, 90%, and 100% Design**

Based on the approved PER, the CONSULTANT will perform the below services:

#### **2.1 Boundary Survey**

The CONSULTANT's subconsultant, ECHO Utility Engineering & Surveying, Inc., will perform a survey to locate sufficient monuments to establish the limits of the GBWBS property (Tax Parcel ID: 07-32-16-51660-000-0011). All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

#### **2.2 Design Drawings**

The CONSULTANT will develop AutoCAD design drawings for use in obtaining bids, permitting, and constructing the Project. The design drawings will be developed using the software and standards defined in the COUNTY's CADD Kit. The design drawings will be submitted for COUNTY review and comment at the 60% and 90% completion levels and review, comment, and approval at the 100% completion level. A preliminary Drawing List is provided as Attachment A to this Scope of Services. The preliminary Drawing List indicates the drawings that are anticipated to be included in each submittal.

#### **2.3 Specifications**

The CONSULTANT will develop specifications for the Project, which are anticipated to consist of applicable sections of the COUNTY's 48 Division Standard Technical Specifications, supplemental technical specifications, project-specific Special Provisions, Bid Form, and Measurement and Payment sections. Specifications will be submitted for COUNTY review and comment at the 60% and 90% completion levels and for review, comment, and approval at the 100% completion level. The Technical Specifications will be included in each submittal. The Special Provisions, Bid Form, and Measurement and Payment sections will only be included in the 90% and 100% submittals.

#### **2.4 Opinions of Probable Construction Cost and Construction Schedules**

The CONSULTANT will develop and submit an opinion of probable construction cost and an anticipated construction schedule using Microsoft Project for COUNTY review and comment at the 60% and 90% completion level and review, comment, and approval at the 100% completion level. The 60% opinion of probable construction cost will be a Class 2 cost estimate as defined by AACE International. The 90% and 100% opinions of probable construction cost will be a Class 1 cost estimate as defined by AACE International. The 100% opinion of probable construction cost will be

summarized in the same format as the Bid Form and the Measurement and Payment section.

## **2.5 Stormwater Modeling and Drainage Report**

The CONSULTANT will develop a stormwater model and a drainage report based on the Design Drawings for use in permitting the Project. The water quantity modeling will be performed using Interconnected Channel and Pond Routing 4 (ICPR4) which will be used to show compliance with applicable regulatory criteria. The water quality modeling will be performed either by using standard excel spreadsheets or BMP Trains to show compliance with applicable regulatory criteria. The CONSULTANT will discuss the potential presence of on-site contamination and previous remediation efforts, if any, with the COUNTY.

The drainage conditions, the applicable regulatory criteria, and the results of the modeling efforts will be summarized in a drainage report that will be submitted for COUNTY review at the 60% completion level.

## **2.6 Submittal Review Meetings**

The CONSULTANT will submit drawings, specifications, opinions of probable construction costs, and anticipated construction schedules as described above and permit-related items as described in Task 3 for the COUNTY's review at 60%, 90%, and 100% completion levels. A Teams-enabled meeting with the COUNTY will be held after each submittal to review and discuss the COUNTY's comments and agreed on modifications to be incorporated into the next submittal. The Scope of Services includes one additional design review meeting to allow for discussion of design-related issues. The CONSULTANT will develop meeting agendas and will electronically submit meeting summaries to attendees.

### Task Deliverable(s):

- Four (4) hard copies of the certified survey (signed and sealed) and an electronic CAD file of the survey in Autodesk Civil 3D format.
- Four (4) hard copy sets and electronic PDF copies of the below items will be submitted to the COUNTY at the 60%, 90%, and 100% completion levels:
  - Full-sized drawings
  - Specifications
  - Opinion of probable construction costs
  - Anticipated construction schedule
  - Permit items discussed in Task 3.

The 100% drawings and specifications will be electronically signed and sealed. Reports attached to the 100% specifications will also be signed and sealed.

- Electronic PDF copy of the Drainage Report will be submitted to the COUNTY at the 60% completion level in conjunction with the permitting task deliverables.
- Meeting agendas in PDF electronically submitted to attendees.
- Meeting summaries in PDF electronically submitted to attendees.

### Task Assumption(s):

- All improvements will be constructed on the existing GBWBS property.
- The existing one-story pump station building will be demolished and a new two-story pump station building will be constructed in the same location as the existing pump building.
- Temporary booster pumping and sodium hypochlorite storage and feed systems will be needed to allow for the demolition of the existing one-story pump station building.
- Arc Flash Study and Compliance will be specified in the Technical Specifications for the Contractor to perform since Arc Flash Requirements are dependent on the actual type, model/make of the equipment.
- The design will be prepared using the COUNTY's CADD requirements and applicable design standards, details, and specifications that are in effect when the NTP is issued.
- The CONSULTANT's PM and a Project Engineer will attend Submittal Review Meeting in person. Other members of the CONSULTANT's team will attend the meeting by Teams.
- The COUNTY will provide the CONSULTANT a single consolidated list of submittal review comments by the associated design review meeting.
- At each design review meeting, the COUNTY and the CONSULTANT will discuss the COUNTY's comments and agree on comment resolutions to the extent practical. When it is not possible to resolve a specific comment at a meeting, the COUNTY's PM and the CONSULTANT's PM will subsequently agree on the comment resolution.

### **Task 3 – Permitting**

The CONSULTANT will perform permitting services as described below:

#### **3.1 City of St. Pete Beach Building Department and Site Development Permit**

The Contractor will be required to complete the required City of St. Pete Beach (CITY) Building Department application(s) and obtain a Building and Site Development Permit prior to construction. To verify that the design drawings will be acceptable to the CITY's Building Department, the CONSULTANT will do the following:

- Submit the 90% design drawings to the CITY Building Department for review, comment, and approval.
- Participate in one (1) Teams-enabled review meeting with CITY Building Department representatives to discuss their review comments and agree on modifications to be incorporated into the design drawings. Subsequently, the CONSULTANT will electronically submit meeting minutes to attendees.
- Incorporate the CITY's Building Department review comments into the 100% design drawings.

#### **3.2 Public Water System Construction Permit**

This project will require a Florida Department of Environmental Protection (FDEP) Application for a Specific Permit to Construct Public Water System (PWS) Components. The CONSULTANT will perform the services listed below:

- Prepare the following FDEP form: Application for a Specific Permit to Construct PWS Components (Form 62-555.900(1)).

- Prepare the permit application package, including text, exhibits, drawings, and specifications.
- Respond to up to two requests for additional information (RAIs) from the FDEP.

The CONSULTANT will submit a draft copy of the application package for COUNTY review and comment at the 60% completion level. The CONSULTANT will submit the application package for execution by the COUNTY at the 90% design completion level. The CONSULTANT will subsequently submit the application package to FDEP.

### **3.3 Environmental Resource Permit**

This project will require a FDEP Application for an Individual Environmental Resource Permit. The CONSULTANT will perform the services listed below:

- Pre-Application Meeting with FDEP Southwest District
- Prepare the following FDEP form: Application for Individual Environmental Resource Permit (Form 62-330.060(1)).
- Prepare and submit the permit application package, including text, report, modeling results, exhibits, and drawings.
- Respond to up to two RAIs from the FDEP.

The CONSULTANT will submit a draft copy of the application package for COUNTY review and comment at the 60% completion level. After addressing any COUNTY comments, the CONSULTANT will submit the application package for execution by the COUNTY. The CONSULTANT will subsequently submit the application package to FDEP.

### **3.4 FDOT Drainage Connection Permit**

This will require a Florida Department of Transportation (FDOT) Drainage Connection Permit. The CONSULTANT will perform the services listed below:

- Pre-Application Meeting with FDOT District 7
- Prepare the following FDOT form: Drainage Connection Permit
- Prepare the permit application package, including text, report, modeling results, exhibits, and drawings.
- Respond to up to two RAIs from the FDOT.

The CONSULTANT will submit a draft copy of the application package for COUNTY review, comment and approval at the 60% completion level. After addressing any COUNTY comments, the CONSULTANT will submit the application package for execution by the COUNTY. The CONSULTANT will subsequently submit the application package to FDOT.

#### Task Deliverable(s):

- Four (4) hard copy sets and electronic PDFs of the below items will be submitted to the COUNTY as indicated:
  - 60% Complete Level: Draft Water System Application Package, Draft ERP Application Package, Draft FDOT Drainage Connection Permit Application Package
  - Post-60% Level: ERP Application Package and FDOT Drainage Connection Permit Application Package for Execution by the COUNTY



- 90% Complete Level: Public Water System Application Package for Execution by the COUNTY
- Two (2) hard copy sets and electronic PDFs of the full sized drawing will be submitted to the CITY's Building Department for review at the 90% completion level.
- Meeting agendas in PDF electronically submitted to attendees.
- Meeting summaries in PDF electronically submitted to attendees.

Task Assumption(s):

- The Contractor will be responsible for obtaining all Building and Site Department permits and inspections.
- Any contamination on site is negligible and will not be a barrier to development.
- The COUNTY will directly pay all required permit application fees.
- The COUNTY will be responsible for standby generation fuel tank permitting/registration (if required).
- Development review permitting is not required.

**Task 4 - Public Information and Community Outreach Assistance**

The COUNTY's Communication Staff will develop a Public Information and Community Outreach Plan. The CONSULTANT will provide the below assistance to the COUNTY's Community Staff:

- Participate in up to 40 hours of coordination meetings with the COUNTY's Communication Staff. Meetings are envisioned to be held via Teams.
- Develop key messages for the project; includes one update.
- Develop an 8 ½" x 11" color fact sheet using the COUNTY's template for production and distribution by the COUNTY's Communication Staff; includes one update. The fact sheet is envisioned to include the purpose of the project, the project schedule, and what to expect during construction.
- Develop up to 10 draft messages for COUNTY distribution through Alert Pinellas and/or social media alerts to notify residents of reduced water pressure or temporary service interruptions.
- Provide up to 10 hours of as-needed support for development of unanticipated public information materials.
- Draft and finalize up to 2 news releases for distribution by the COUNTY's Communication Staff.
- Attend up to six 2-hour group meetings with stakeholders. The COUNTY's Communication Staff will identify stakeholders and schedule meetings.
- Provide up to 16 hours of assistance during construction to assist with resident/business inquiries or complaints, additional stakeholder outreach, COUNTY coordinated public outreach, etc.

Task Deliverable(s):

- Items developed as part of this task will be electronically submitted to the COUNTY in PDF and/or original file formats as requested by the COUNTY.

Task Assumption(s):

- The COUNTY's Communication Staff will identify stakeholders and schedule meetings.
- The COUNTY will produce and distribute items developed as part of this task.

## **Task 5 – Bid Services**

### **5.1 Bid Services Coordination**

The CONSULTANT will coordinate with the COUNTY's Utilities Engineering and Purchasing Department during the development of the final bid package, addressing bidder questions and issuance of Addenda, and through the award of the construction contract.

### **5.2 Pre-Bid Meeting**

The CONSULTANT will prepare for, attend, and conduct one Pre-Bid Meeting to discuss the project with prospective bidders.

### **5.3 Addenda**

The CONSULTANT will provide written clarifications and prepare Addenda responding to questions raised at the pre-bid meeting and submitted to the COUNTY's Purchasing Department. The CONSULTANT will electronically submit written clarifications and Addenda to the COUNTY in PDF. The COUNTY's Purchasing Department will issue the written clarifications and Addenda to prospective bidders.

### **5.4 Recommendation of Award**

The CONSULTANT will review the bids, develop a Bid Tabulation spreadsheet, call the low bidder's references, and submit a Recommendation of Award letter to the COUNTY.

### **5.5 Conformed Documents**

The CONSULTANT will prepare and submit conformed documents (full-sized drawings and specifications) for construction to the COUNTY. The conformed documents will incorporate all substantive changes and clarifications to the documents during the bid and pre-award phases.

#### Task Deliverable(s):

- Two (2) hard copy sets and one electronic signed and sealed PDF of the conformed documents (full-sized drawings and specifications) submitted to the COUNTY. In addition, the CONSULTANT will submit the conformed documents to the COUNTY in original file formats (i.e., in AutoCAD, Word, etc.)
- Other items developed as part of this task will be electronically submitted to the COUNTY.

#### Task Assumption(s):

- The COUNTY will lead all bidding phase efforts and the CONSULTANT will provide support as noted above.
- The COUNTY will issue all items developed as part of this task to prospective bidders.
- The COUNTY will pay for all advertisement fees.

## **Task 6 – Engineering Services During Construction**

The CONSULTANT will provide engineering services during construction as defined herein over an anticipated 24-month construction contract. This schedule includes the following:

- An initial 4-month period for review and approval of submittals for critical equipment. Critical equipment includes equipment that has to be placed into service before the existing GBWBS can be taken off line for demolition (e.g. temporary pumping and sodium hypochlorite equipment) and equipment with long-lead times (e.g., booster pumps, generator, variable frequency drives) that can influence when the upgraded GBWBS will be placed into service. The Contractor will be required to establish a schedule for delivery of this critical equipment to the site before proceeding with demolition activities. Limited field work is anticipated to occur within this initial 4-month period. Review and approval of other submittals is anticipated to occur after this initial 4-month period.
- An 18-month activate construction period in which the existing GBWBS will be demolished, construction of the upgraded GBWBS will be progressed to a substantially complete level, the upgraded GBWBS is placed into service, and the Contractor obtains a Certificate of Substantial Completion.
- A final 2-month period to close-out the project and for the Contractor to obtain a Certificate of Final Completion.

The COUNTY plans to hire a third party to perform construction administration (CA) and full-time resident observation (RO) services. The third party firm is referred to herein as the CA/RO Firm. The CA/RO Firm will:

- Coordinate with the Contractor on a daily basis.
- Maintain daily observation and workmanship reports and provide report to CONSULTANT on a weekly basis.
- Take weekly construction progress photos and provide photos to the CONSULTANT on a weekly basis.
- Schedule, conduct, and develop agendas and minutes for all construction related meetings, which shall be web-enabled to allow some participants to attend virtually.
- Provide, set up, and maintain throughout the construction duration a secured web-based software program to log, track, and exchange submittals, RFIs, and other project communications between CA/RO Firm, the COUNTY, the CONSULTANT and the Contractor.
- Review all administrative and all non-technical related shop drawings/submittals (e.g., Contractor's progress schedule updates).
- Respond to all requests for information (RFIs) related to administrative and non-technical matters (e.g., inquiries related to the Contract, schedule, payment, and other general matters) and those in which the responses are already clearly defined in the Contract Documents.
- Review all technical related RFIs to make sure the intent is clearly defined and to determine technical requirements before transmitting them the CONSULTANT.
- Check that materials delivered to the site are consistent with reviewed shop drawings/submittals.
- Monitor and record installed quantities.

- Review Contractor's as-built drawings for completeness and compliance with COUNTY requirements of buried, above ground, and accessible constructed components.
- Review applications for payment submitted by the Contractor, including progress schedules, and make payment recommendations to the COUNTY.
- Review the Contractor's proposals, the resulting allowance authorizations, negotiated and prepare Change Orders. Seek technical input from the CONSULTANT when needed.

The CONSULTANT will perform the following activities:

### **6.1 Construction Related Meetings**

Attend and participate in one pre-construction and 23 progress meetings with the CA/RO Firm, Contractor, and COUNTY. The CONSULTANT will review and provide comments, if any, on agenda and minutes developed by the CA/RO Firm. The budget assumes the following:

- The average meeting duration will be 1 hour.
- The CONSULTANT's Project Manager and Senior Field Representative will attend each meeting at the site. The total time per staff member associated with each on-site meeting is assumed to be 4 hours, inclusive of review of agenda, preparation, meeting time, travel, and review of meeting minutes.
- Process, civil, architectural, structural, mechanical, electrical, and I&C leads (or representatives) will virtually attend some construction related meetings. On average, the discipline leads (or representatives) will each attend four virtual construction related meeting. The total time per staff member associated with each virtual meeting is assumed to be 1.5 hours, inclusive of meeting time and review of meeting minutes.

### **6.2 Submittal Reviews**

Review technical shop drawings, product submittals, product samples, requests for substitution, and operation and maintenance data for general conformance with the Contract Documents. The CA/RO Firm will electronically exchange submittals, including resubmittals, between the Contractor and CONSULTANT via a secured web-based software program. The CONSULTANT has budgeted a total of 500 hours for review of submittals and resubmittals.

### **6.3 Periodic Site Visits**

Perform up to 45 periodic site visits (one bi-weekly plus 6 additional site visits) during the 18-month active construction period to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in general conformance with the Contract Documents, review the CA/RO Firm's daily observation and workmanship reports, and coordinate on project documentation and construction issues. The budget assumes the following:

- 18 of the site visits will be performed on the same day as the progress meetings during the active construction period. The CONSULTANT's Project Manager and Senior Field Representative will attend these site visits and provide the COUNTY

and CA/RO Firm a written summary of observations. The total time associated with each of these site visits, inclusive of developing a written summary of observations is 4 hours. Note: Travel time is included in the Subtask 6.1.

- The remaining 27 site visits will be conducted by CONSULTANT's Senior Field Representative. During these site visits, the leads (or representatives) for the seven disciplines will each attend 2 of these construction site visits on average. The total time per staff member associated with each of these site visits, inclusive of travel and developing a written summary of observations is 8 hours.

#### **6.4 Requests for Information and Change Orders**

Review and respond to technical-related RFIs and provide technical assistance to the CA/RO Firm and COUNTY with reviewing the Contractor's proposals/change orders. The CONSULTANT will review the Contractor's proposals/change orders for technical adequacy and reasonableness of cost. The CONSULTANT has budgeted up to 800 hours for this subtask.

#### **6.5 Substantial Completion**

Upon written notification and receipt of a list of items to be completed / corrected from the Contractor, the CONSULTANT and the CA/RO Firm will visit the site to determine if the work or a designated portion thereof is substantially complete. For the purpose of this task, the CONSULTANT assumes that two substantial completion site visits will be required. The CONSULTANT will provide the CA/RO Firm items to be included in the punch list. When the work (or a portion thereof) is deemed to be substantially complete, the CA/RO Firm will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed / corrected.

#### **6.6 Project Close-out**

Provide on-site start-up assistance. The CONSULTANT will provide assistance at appropriate times during start-up of process components and the overall facility. Start-up personnel will be familiar with the operation of the process systems being started. The CONSULTANT will observe initial start-up and operation and provide the following start-up services:

- Provide process guidance to COUNTY staff before start-up and manufacturer training.
- On the designated start-up days, witness and review equipment performance for conformance with the Contract Documents.
- Witness and review instrumentation and electrical systems performance for conformance with the Contract Documents.

Upon written notification from the Contractor that the entire work is complete, the CONSULTANT and CA/RO Firm will visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, the CONSULTANT assumes that one final completion site visit will be required. When the work is

deemed to be complete, the CA/RO Firm will review the Contractor's final application for payment and accompanying documentation and provide a written recommendation of payment to the COUNTY.

The CA/RO Firm and the CONSULTANT will review the contractor's as-built drawings for completeness and compliance with COUNTY requirements. Since the CONSULTANT's is not providing residential observation services, its review of the as-built drawings will primarily be focused on the above ground and visible/accessible constructed components. The CONSULTANT will provide written comments to the CA/RO Firm. The CA/RO Firm will provide the Contractor a consolidated list of comments to be addressed. The CONSULTANT will prepare record drawings based on the Contractor's updated as-built drawings. Two (2) full sized sets and an electronic set (PDF) of draft record drawings will be submitted for review, comment, and approval by the COUNTY. The CONSULTANT will incorporate applicable comments from the draft review, then submit a signed and sealed electronic set (PDF), three (3) full-sized hard copy sets, and AutoCAD files of the record drawings to the COUNTY within 30 days of the receipt of the COUNTY's comments.

The CONSULTANT will prepare and submit a "Certification of Construction Completion and Request to Place Permitted PWC Components into Operation" (Form 62-655.900(9)) to the FDEP. This submittal will include the Contractor's successful pressure testing and bacteriological testing results.

The CONSULTANT will submit a list of assets in Microsoft Excel with identification number, name, manufacturer, and serial number to the COUNTY. The list of assets will be prepared by the Contractor as part of a project submittal. The COUNTY and CONSULTANT anticipate providing the required Microsoft Excel format in the Project specifications.

The CONSULTANT will prepare and submit a Facility Operations Manual (FOM). The FOM will include standard operating procedures, theory of operations for the station and equipment, and operation and maintenance requirements for the equipment.

#### Task Deliverable(s):

- Processed submittals, responses to RFIs.
- Record drawings.
- Certification of Construction Completion and Request to Place Permitted PWC Components into Operation
- List of assets in Microsoft Excel and FOM.

#### Task Assumption(s):

- The Contractor will electronically upload submittals, including resubmittals, and RFIs to Submittal Exchange.
- The active field construction period will not exceed 18 months.
- The overall construction duration will not exceed 24 months.

## **PERFORMANCE SCHEDULE**

The anticipated schedule for the performance of this Work Assignment is listed below.

<b>Description</b>	<b>Anticipated Weeks from NTP</b>
Conduct Kickoff Meeting	2
Submit 60% Design Submittal	18
Conduct 60% Design Review Meeting	21
Submit 90% Design Submittal	37
Conduct 90% Design Review Meeting	40
Submit 100% Design Submittal (Receive Permits)	52
COUNTY Awards Project/Start Construction Services	73
Substantial Completion	169
Project Closeout	178

### **Schedule Assumption(s):**

- The COUNTY will electronically transmit a fully executed copy of the agreement and the NTP to the CONSULTANT within two business days of the NTP date.
- The kickoff meeting will occur within two weeks from the NTP date.
- Design review meetings will occur within three weeks of each submittal. The COUNTY's PM and the CONSULTANT's PM will agree on potential schedule modifications if more review time is needed.

### **COMPENSATION TO THE CONSULTANT:**

For the BASIC SERVICES, the COUNTY agreed to pay as follows:

- A Lump Sum Fee of: Sixty-one Thousand Thirty-five and 00/100 Dollars (\$61,035.00) for the Task 1 - Project Management
- A Lump Sum Fee of: Five Hundred Nine Thousand Nine Hundred Forty-one and 00/100 Dollars (\$509,941.00) for the Task 2 – Design Services – 60%, 90%, and 100% Design
- A Lump Sum Fee of: Thirty-one Thousand Thirty-five and 00/100 Dollars (\$31,035.00) for the Task 3 – Permitting
- A Lump Sum Fee of: Thirty-one Thousand Eight Hundred Fifty-five and 00/100 Dollars (\$31,855.00) for the Task 4 – Public Information and Community Outreach Assistance

A Lump Sum Fee of: Thirty-seven Thousand Two Hundred One and 00/100 Dollars (\$37,201.00) for the Task 5 – Bid Services

A Lump Sum Fee of: Four Hundred Thirty Thousand Seven Hundred Thirty and 00/100 Dollars (\$430,730.00) for the Task 6 – Engineering Services During Construction

The above fees shall constitute the total not to exceed amount of \$1,101,796.00 for the performance of Basic Services. The fees are based on estimated man hours and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel.

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 \$50,000 for all assignments performed.

Total agreement amount, including CONTINENCY SERVICES is \$1,151,796.00.



**ATTACHMENT A**  
**GULF BEACH WATER BOOSTER STATION IMPROVEMENTS**  
**Preliminary Drawing List**

Discipline	Drawing	Description	Drawing Included?	
			60%	≥90%
		Cover	✓	✓
General	G-1	Drawing Index	✓	✓
	G-2	Key Sheet	✓	✓
Architectural	A-1	General Notes	✓	✓
	A-2	Code Plan and Notes	✓	✓
	A-3	Demolition Plan	✓	✓
	A-4	First Floor Plan	✓	✓
	A-5	Second Floor Plan and Roof Plan	✓	✓
	A-6	Exterior Elevations	✓	✓
	A-7	Sections	✓	✓
	A-8	Stairs Plans, Sections, and Details		✓
	A-9	Schedules and Details		✓
	A-10	Details 1		✓
	A-11	Details 2		✓
	A-12	3D Views		✓
Structural	S-1	Structural Notes and Details	✓	✓
	S-2	Building Demolition Plans and Sections	✓	✓
	S-3	Building Demolition Plans and Sections	✓	✓
	S-4	Base Plan	✓	✓
	S-5	Second Floor Plan	✓	✓
	S-6	Roof Plan	✓	✓
	S-7	Sections and Details		✓
	S-8	Sections and Details		✓
	S-9	Sections and Details		✓
	S-10	Generator Plans		✓
	S-11	Typical Details		✓
	S-12	Typical Details		✓
	S-13	Typical Details		✓
Civil	C-1	Civil Notes, Legend, and Abbreviations	✓	✓
	C-2	Existing Conditions	✓	✓
	C-3	Site Demolition Plan	✓	✓
	C-4	Site Demolition Sections and Details	✓	✓
	C-5	Site Plan	✓	✓
	C-6	Grading and Drainage Plan	✓	✓
	C-7	Drainage Sections and Details		✓
	C-8	Yard Piping Plan	✓	✓
	C-9	Yard Piping Sections and Details		✓
	C-10	Civil Details 1		✓
	C-11	Civil Details 2		✓

	C-12	Civil Details 3		✓
	C-13	Civil Details 4		✓
	C-14	Stormwater Pollution Prevention Plan Notes 1		✓
	C-15	Stormwater Pollution Prevention Plan Notes 2		✓
	C-16	Erosion Control Plan		✓
	C-17	Erosion Control Details		✓
Process	PR-1	Process Notes, Legend, and Abbreviations	✓	✓
	PR-2	Demolition Plans and Sections	✓	✓
	PR-3	Demolition Plans and Sections	✓	✓
	PR-4	Pump Room Plan	✓	✓
	PR-5	Pump Room Sections		✓
	PR-6	Pipe Gallery Plan	✓	✓
	PR-7	Pipe Gallery Sections		✓
	PR-8	Sodium Hypochlorite Storage and Feed Area Plan	✓	✓
	PR-9	Sodium Hypochlorite Storage and Feed Sections		✓
	PR-10	Backup Generator and Fuel Tank Site Plan and Schematic	✓	✓
	PR-11	Ground Storage Tank Modifications	✓	✓
	PR-12	Ground Storage Tank Modifications		✓
	PR-13	Process Details I		✓
	PR-14	Process Details II		✓
	PR-15	Process Details III		✓
	PR-16	Process Details IV		✓
HVAC	M-1	Notes, Legend, and Abbreviations	✓	✓
	M-2	First Floor HVAC Plan	✓	✓
	M-3	Second Floor HVAC Plan	✓	✓
	M-4	Roof HVAC Plan	✓	✓
	M-5	Details		✓
	M-6	Schedules		✓
Plumbing	P-1	Notes, Legend, and Abbreviations	✓	✓
	P-2	First Floor Waste & Vent Plan	✓	✓
	P-3	First Floor Domestic Water Supply Plan	✓	✓
	P-4	Second Floor Waste & Vent Plan	✓	✓
	P-5	Second Floor Domestic Water Supply Plan	✓	✓
	P-6	Sections and Details		✓
Fire Protection	FP-1	Notes, Legend, and Abbreviations	✓	✓
	FP-2	First Floor Plan and Section	✓	✓
	FP-3	Second Floor Plan	✓	✓
Instrumentation	I-1	Instrumentation Notes, Legend, and Abbreviations	✓	✓
	I-2	Communication Block Diagram - Demolition	✓	✓

	I-3	Communication Block Diagram - Modifications	✓	✓
	I-4	P&ID – Booster Pumping	✓	✓
	I-5	P&ID – Sodium Hypochlorite Storage and Feed Systems	✓	✓
	I-6	P&ID – Backup Generator and Miscellaneous	✓	✓
	I-7	Panel Details – Pre-GST and Post-GST Water Analyzers	✓	✓
	I-8	Network Rack Details	✓	✓
	I-9	Instrumentation Details		✓
	I-10	Electronic Safety and Security Plan		✓
	I-11	Electronic Safety and Security Riser		✓
Electrical	E-1	Electrical Legend, NEMA, and Conduit Installation Schedules	✓	✓
	E-2	Electrical Notes and Abbreviations	✓	✓
	E-3	Electrical Site Plan - Demolition	✓	✓
	E-4	Electrical Site Plan - Modifications	✓	✓
	E-5	Single-Line Diagram - Demolition	✓	✓
	E-6	Single-Line Diagram - Modifications	✓	✓
	E-7	Electrical Building Plan - Demolition	✓	✓
	E-8	Electrical Building Plan - Modifications	✓	✓
	E-9	Electrical Building Plan - Lighting		✓
	E-10	Electrical Booster Pumping Plan	✓	✓
	E-11	Electrical Grounding and Lightning Protection Plan		✓
	E-12	Electrical Schematics 1		✓
	E-13	Electrical Schematics 2		✓
	E-14	Electrical Schedules 1		✓
	E-15	Electrical Schedules 2		✓
	E-16	Electrical Details 1		✓
	E-17	Electrical Details 2		✓
	E-18	Electrical Details 3		✓

# EXHIBIT B-1



Client: Pinellas County  
 Project Name: Gulf Beach Water Booster Station Improvements - Phase 2  
 Project Number: 21018

Prepared On: 12/12/22  
 Prepared By: WP

Project Fee Estimate		Staffing Plan																										Labor Hours	Labor Effort (Based on Billing Rates)	Subconsultants (No Markup)	Total Fee (Based on Billing Rates)	
		Management		Process				Civil			Architectural			Structural			Mechanical			Electrical/I&C			Support Services									
		Principal	Sr Proj Mgr	QA/QA	Sr Prof	Eng	CADDTech	QA/QA	Sr Prof	CADDTech	QA/QA	Sr Prof	Arch	CADDTech	QA/QA	Sr Prof	CADD Desigr	QA/QA	Sr Prof	EIT	CADD Desigr	QA/QA	QA/QA	Sr Prof	CADD Desigr	GIS Anlist	SFR					Admin Asst
\$250.00	\$215.00	\$225.00	\$180.00	\$120.00	\$100.00	\$225.00	\$180.00	\$100.00	\$225.00	\$180.00	\$144.50	\$100.00	\$225.00	\$180.00	\$125.00	\$225.00	\$180.00	\$105.00	\$125.00	\$225.00	\$225.00	\$180.00	\$125.00	\$130.00	\$180.00	\$85.00						
Task No.	Task Description	Staff Hours																														
1.0	Project Management Services and Client Kickoff Meeting	4	158	0	15	63	1	0	17	4	0	15	0	0	0	15	0	0	15	0	0	0	15	0	0	0	17	339.0	\$61,035	\$0	\$61,035	
1.1	Project Management Services	4	154	0	14	55	1	0	16	4	0	14	0	0	14	0	0	14	0	0	0	14	0	0	0	16	320.0	\$58,050	\$0	\$58,050		
	Project Setup	2	24																							2	28.0	\$5,830		\$5,830		
	Subconsultant Contracting and Coordination	1	2						2	4																1	10.0	\$1,525		\$1,525		
	Internal Kickoff Meeting	1	2		1	1	1		1					1					1							1	11.0	\$1,980		\$1,980		
	Design Phase Bi-weekly 0.5-hr Internal Status Meetings				13	13			13					13					13							13	117.0	\$19,500		\$19,500		
	General Communications with County				41	41																					82.0	\$13,735		\$13,735		
	Monthly Invoices, Status Reports, and Schedule Update				72	72																					72.0	\$15,480		\$15,480		
1.2	Client Kickoff Meeting	4			1	8			1					1					1							1	19.0	\$2,985		\$2,985		
2.0	Design Services - 60%, 90%, and 100% Design	0	40	28	124	287	282	32	232	84	26	80	233	205	25	242	216	22	121	77	112	32	24	397	434	13	0	56	3,424.0	\$501,399	\$8,542	\$509,941
2.1	Boundary Survey																										0	0.0	\$0	\$8,542	\$8,542	
2.2	Design Drawings	0	6	12	78	155	282	12	99	84	24	70	213	205	23	206	216	20	76	64	112	30	22	327	434	0	0	0	2,770.0	\$395,994	\$0	\$395,994
2.3	Specifications	0	14	12	24	60	0	12	59	0	1	2	8	0	1	16	0	1	33	11	0	1	1	42	0	0	36	334.0	\$53,786	\$0	\$53,786	
2.4	Opinions of Probable Construction Cost and Construction Schedules	0	3	4	16	40	0	4	19	0	1	4	12	0	1	16	0	1	8	2	0	1	1	24	0	0	12	169.0	\$26,994	\$0	\$26,994	
2.5	Stormwater Modeling and Drainage Report	0	1					4	51																	4	73.0	\$12,325		\$12,325		
2.6	Submittal Review Meetings	0	16	0	6	32	0	0	4	0	0	4	0	0	4	0	0	0	4	0	0	0	0	4	0	0	4	78.0	\$12,300		\$12,300	
3.0	Permitting	0	11	2	14	56	0	9	58	22	0	1	0	0	0	1	0	0	1	0	0	0	0	9	0	12	0	7	203.0	\$31,035	\$0	\$31,035
3.1	City of St. Pete Beach Building and Site Development Permit		8		2	24		3	16	10		1				1			1					1			3	70.0	\$10,490		\$10,490	
3.2	Public Water System Construction Permit		1	2	12	32																					2	61.0	\$8,795		\$8,795	
3.3	Environmental Resource Permit		1					3	22	6															4	4	2	38.0	\$6,140		\$6,140	
3.4	FDOT Drainage Connection Permit		1					3	20	6															4	0	0	34.0	\$5,610		\$5,610	
4.0	Public Information and Community Outreach Assistance	0	103	0	0	54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38	195.0	\$31,855	\$0	\$31,855
	Coordination Meetings with County's Communication Staff		40																									40.0	\$8,600		\$8,600	
	Assist with Developing Key Messages		8			12																					12	32.0	\$4,180		\$4,180	
	Assist with Developing Fact Sheet and One (1) Update		8			12																					12	32.0	\$4,180		\$4,180	
	Assist with Develop Up To Ten (10) Draft Messages for Alert Pinellas		5			10																					10	25.0	\$3,125		\$3,125	
	Provide Up To Ten (10) Hours of As-needed Assistance		10																									10.0	\$2,150		\$2,150	
	Assist with Developing Up To Two (2) News Release		4			8																					4	16.0	\$2,160		\$2,160	
	Attend Up To Six (6) Two-hour Group Meetings		12			12																						12.0	\$4,020		\$4,020	
	Provide Up To Sixteen (16) Hours of Assistance During Construction		16																									16.0	\$3,440		\$3,440	
5.0	Bid Services	0	28	0	26	44	10	0	12	8	0	6	8	10	0	14	10	0	8	0	6	0	0	20	16	0	0	29	255.0	\$37,201	\$0	\$37,201
5.1	Bid Services Coordination		2		4	8			1										8								2	17.0	\$2,460		\$2,460	
5.2	Pre-Bid Meeting		4			8			1																		1	14.0	\$2,085		\$2,085	
5.3	Addenda		16		8	24	2		4	2			8	4		8	4		4			2		8	4	8	106.0	\$15,966		\$15,966		
5.4	Recommendation of Award		2		8	4																					2	16.0	\$2,520		\$2,520	
5.5	Conformed Documents		4		6		8		6	6		6		6	6		6	6		4				12	12	16	102.0	\$14,170		\$14,170		
6.0	Engineering Services During Construction	0	228	62	183	418	0	31	39	12	0	6	181	0	0	236	0	0	77	70	0	8	0	457	0	0	472	112	2,592.0	\$430,730	\$0	\$430,730
6.1	Construction Related Meeting		96		6			1	6			6			6		6		6				12			96		234.0	\$45,480		\$45,480	
6.2	Submittal Reviews		24		24	90			8	0	0	25	0	0	118	0	0	19	42	0	0	0	109	0	0	40	500.0	\$77,648		\$77,648		
6.3	Periodic Site Visits		72		16			16				16			16			16					32			288	40	472.0	\$87,632		\$87,632	
6.4	Requests for Information and Change Orders		24		6	80	120		4	16	8	0	134	0	0	88	0	0	20	20	0	0	232	0	24	24	800.0	\$128,913		\$128,913		
6.5	Substantial Completion		4		16	1		8	1	4	0	6	0	0	8	0	0	0	4	0	0	0	12	0	16	2	82.0	\$14,957		\$14,957		
6.6	Project Closeout		8		40	56	208	0	2	8	0	0	0	0	0	0	0	16	4	0	8	0	60	0	0	48	504.0	\$76,100	\$0	\$76,100		
<b>Total</b>		<b>4</b>	<b>568</b>	<b>92</b>	<b>362</b>	<b>922</b>	<b>293</b>	<b>72</b>	<b>358</b>	<b>130</b>	<b>26</b>	<b>108</b>	<b>422</b>	<b>215</b>	<b>25</b>	<b>508</b>	<b>226</b>	<b>22</b>	<b>222</b>	<b>147</b>	<b>118</b>	<b>40</b>	<b>24</b>	<b>898</b>	<b>450</b>	<b>25</b>	<b>472</b>	<b>259</b>	<b>7,008.0</b>	<b>\$1,093,254</b>	<b>\$8,542</b>	<b>\$1,101,796</b>

**EXHIBIT B-2 Phase II Proposal for Survey  
Services - Echo UES**



October 17, 2022

Christopher Baggett, PE  
Wright-Pierce  
Senior Project Manager

**PROPOSAL FOR PROFESSIONAL SURVEY SERVICES**

**Project: Pinellas County Gulf Beach Water Booster Station Improvements, Pinellas County**

Dear Mr. Baggett:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide this technical proposal for the requested professional services in support of this project. This technical proposal, inclusive of our economical offer, details the approach we consider as the most suitable for this project.

**Project Synopsis:** Based on the information made available to ECHO, we understand the project to consist of design services related to improvements for the Gulf Beach Water Booster Pump Station in Pinellas County. ECHO's professional services were requested to provide boundary survey services as further described below.

**Boundary Survey**

ECHO shall perform a survey to locate sufficient monuments to establish the limits of Tax Parcel ID: 07-32-16-51660-000-0011. All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

**Deliverables** will consist of:

1. The survey deliverable shall include an electronic CAD file in Autodesk Civil 3D format.
2. Up to five (5) copies of the certified survey signed and sealed by a Florida Professional Surveyor and Mapper.

**Proposed Schedule:** To be discussed and agreed upon with the client following acceptance of this proposal.

**Notes and Limitations:**

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.

3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Regardless of the type of estimate proposed (e.g., lump sum, time, and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g., adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.

**Fee:** ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is:

- I. Boundary Survey Services: **\$8,542.00 (Lump Sum)**

**Acceptance:** We will honor this proposal for 60 days. If accepted, please return to our attention together with a professional services agreement / task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concern.

Sincerely,

**ECHO UES, Inc.**



Mike Patterson, PSM  
Vice President

## 1. LIMITATIONS ON LIABILITY

By submitting a Proposal, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

## 2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

## 3. INSURANCE:

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, 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 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.

- 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). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County 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.**

- B. 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. The County

reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

- C. 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) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.
- 1) The Vendor shall also notify the County within twenty-four (72) 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. 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.
- D. If subcontracting is allowed under this RFP, 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.

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

- 1) 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;
  - 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
  - 3) Provide that County will be an additional indemnified party of the subcontract;
  - 4) 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;
  - 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
  - 6) Assign all warranties directly to the County; and
  - 7) 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.
- E. 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:

- 1) **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.

Limits

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

If Vendor/Contractor 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. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

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

- 3) **Professional Liability (Errors and Omissions) Insurance** 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”, Proposer 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	\$ 3,000,000
General Aggregate	\$ 3,000,000

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.

- 4) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.