

AGREEMENT

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



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFQ TITLE: Senate Bill 64 Compliance Injection Wells

RFQ CONTRACT NO. 25-0551-RFQ-CCNA

CONTINUING FIRM: ASRus, LLC

AGREEMENT

TABLE OF CONTENTS

TABLE OF CONTENTS 2

SECTION 1 - INTENT OF AGREEMENT 3

SECTION 2 - SCOPE OF PROJECT 4

 1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS 4

 2. PROJECT PHASES..... 4

 3. CONSULTING RESPONSIBILITIES 4

 4. GENERAL DESIGN CONDITIONS 4

 5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS 5

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT 6

 1. SERVICES 6

 2. BIDDING PHASE..... 6

 3. CONSTRUCTION PHASE..... 6

 4. PROVISIONS RELATED TO ALL PHASES 7

 5. PERMIT APPLICATIONS AND APPROVALS 8

 6. COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES 8

SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY..... 9

SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON 9

SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES 9

 1. BASIC SERVICES..... 9

 2. CONTINGENCY SERVICES 10

 3. ADDITIONAL SERVICES..... 10

 4. INVOICING..... 10

SECTION 7 - COMPENSATION TO THE CONSULTANT 11

SECTION 8 - PERFORMANCE SCHEDULE 11

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES 12

SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES..... 12

SECTION 11 - SATISFACTORY PERFORMANCE 12

SECTION 12 - RESOLUTION OF DISAGREEMENTS 12

SECTION 13 - CONSULTANT’S ACCOUNTING RECORDS..... 12

SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS..... 12

SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION 13

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

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

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

SECTION 19 - TRUTH IN NEGOTIATIONS..... 13

SECTION 20 - SUCCESSORS AND ASSIGNS 13

SECTION 21 - INTEREST ON JUDGMENTS 14

SECTION 22 - TERMINATION OF AGREEMENT 14

SECTION 23 - AGREEMENT TERM..... 14

SECTION 24 - CONFLICT OF INTEREST 14

SECTION 25 - ENTIRE AGREEMENT 14

SECTION 26 - PUBLIC ENTITY CRIMES 14

SECTION 27 - PUBLIC RECORDS 15

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION 16

EXHIBIT A 17

 Scope of Services..... 17

EXHIBIT B 18

 Hourly Rate Sheet..... 18

AGREEMENT

Hourly Rate Sheet..... 37
EXHIBIT C - INSURANCE REQUIREMENTS..... 47

SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR UTILITIES DEPARTMENT

This Agreement entered into on the **Click or tap to enter a date.** 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 **ASRus, LLC**, with offices in Tampa, FL, hereinafter referred to as the consultant.

WITNESSETH, that:

WHEREAS, Pinellas County, herein referred to as the County, requires professional engineering consulting services associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of Senate Bill 64 Compliance Injection Wells, Pinellas County, Florida

WHEREAS, the County desires the Consultant provide professional engineering 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:

AGREEMENT

SECTION 2 - SCOPE OF PROJECT

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 development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed project construction documents. The Consultant shall provide the following professional services to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the project. The project design shall be based on the following data: Exhibit A, Scope of Services is attached and incorporated herein as referenced.

Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements.

Required Deliverables

- Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically, plus 2 paper prints signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

2. PROJECT PHASES

All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in Exhibit A.

3. CONSULTING RESPONSIBILITIES

- A. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The consultant represents that it has secured or will secure 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 herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The Consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an 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.
- E. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.
- F. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. GENERAL DESIGN CONDITIONS

1. The Consultant shall coordinate and solicit appropriate input, with the knowledge of the County.
2. All design data, plans, and drawings shall be delivered electronically and or on travel drives formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All

AGREEMENT

specification and other documents shall be delivered electronically and or on two travel drives, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

3. One 1 original and 9 copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.
4. The Consultant shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

1. The project shall be designed by the Consultant in accordance with applicable industry standards. 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.
2. The Contractor and their Subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

3. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or

AGREEMENT

iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 15 of this Agreement, "Indemnification."

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. **SERVICES**

A. SEE EXHIBIT A – SCOPE OF SERVICES.

2. **BIDDING PHASE**

The Consultant shall prepare with the county's assistance the necessary bidding information, bidding forms, the conditions of the Contract, and the form of Agreement between the county and the contractor. The Consultant also, shall bear the cost of 2 complete sets of documents (plans and specifications), 2 of which shall be signed and sealed by the consultant as original record sets for the project. Each sheet in the 2 construction plans print sets shall be signed, sealed and dated. The title sheet only of the 2 specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

1. The Consultant, following the county's review of the construction documents and of the latest statement of probable construction cost, shall be available to assist the county in obtaining bids, and in preparing and awarding construction contracts for each bid package. The Consultant shall assist conducting pre-bid conferences and shall prepare a bid tabulation spreadsheet following receipt of bids.
2. If the advertisement for bids has not commenced within 60 days after the consultant submits the approved construction documents to the county, any fixed limit of construction cost established as a condition of this agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the construction documents to the county and the date on which the advertisement for bids occurred.
3. The Consultant shall prepare any required addenda to construction plans and specifications on the project during the bidding phase affecting the consultant's plans and specifications. The Consultant shall also provide any addenda during the construction phase in sufficient quantity to distribute to all necessary parties as determined by the county. Addenda material shall be placed in envelopes by the consultant for mailing by the county. The consultant shall also furnish certified mail receipt material and prepare mailing labels. The county shall mail all addenda.

3. **CONSTRUCTION PHASE**

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. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for County.
3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the County.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the County as required by construction exigencies. Response to any request must be received by the County within 24 hours of request, or the next available working day when the request is prior to a weekend or holiday.

AGREEMENT

7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the County of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the County.
10. Assist in the establishment by the County of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the County's use.
13. The Consultant shall visit the project as necessary, but at a minimum of 3 month, 6 month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the Consultant of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The Consultant will provide 1 set of signed and sealed prints and 1 CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the County within 30 days following completion of construction.
17. Consult with, and recommend solutions to, the County during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
19. Document noted defects or deficiencies and assist the County in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the Consultant with all the required projects close out material for Consultant's use in the warranty period services.
21. 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.

4. PROVISIONS RELATED TO ALL PHASES

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.
2. The Consultant will coordinate work designed by various disciplines.
3. The Consultant shall submit to the County design notes and computations to document the design conclusions reached during the development of the construction plans.
 - a. 5 copies of the design notes and computations shall be submitted to the County with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any County comments shall be resubmitted. At the project completion, a final set of the design notes and computations, properly endorsed by the Consultant, shall be submitted with the record set of plans and tracings.
 - b. The design notes and calculations shall include, but not be limited to, the following data:
 - 1) Design criteria used for the project.
 - 2) Roadway geometric calculations
 - 3) Structural calculations.
 - 4) Drainage calculations.
 - 5) Traffic design calculations

AGREEMENT

- 6) Traffic control calculations
 - 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
 - 8) Calculations showing probable cost comparisons of various alternatives considered.
 - 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 - 10) Other project-related correspondences as appropriate.
4. Each set of plans for the project shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the County. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the County.
 5. The Consultant shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the project.
 6. The County in no way obligates itself to check the Consultant's work and further is not responsible for maintaining project schedules.
 7. Other Consultant responsibilities shall be as listed below:
 - a. Provide necessary sealed drawings to obtain building permits or any utility permit.
 - b. Assist the County in Contractor claims and/or litigation.
 - c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the County against claims by suppliers or third parties.
 8. The Consultant must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.
 9. All work prepared and/or submitted shall be reviewed and checked by a Consultant (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional Consultant in responsible charge.
5. **PERMIT APPLICATIONS AND APPROVALS**
1. The Consultant shall prepare all permit applications, data and drawings required for submittal by the County for approval of local, state and federal agencies.
 2. The Consultant shall, at no additional cost to the County, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the project.
 3. For the purpose of ensuring the timely approval of all permits necessary for the construction of the project, the Consultant shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the project, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.
6. **COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES**
1. The requirements of the various utility services shall be recognized and properly coordinated with the project design.
 2. Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the project.
7. **WORK RELATED TO PROJECT CHANGE ORDERS**
- The Consultant will perform all work required in connection with County project change orders in a timely manner in accordance with the time frames set out in this section. This work may include services in connection with both the development of potential change orders to the project, as well as consideration of submissions by a County contractor, including review of contractor price quote packages for County requested change orders. Change order related services may include, but are not limited to, response to new design requirements or changes in regulatory requirements or field conditions, review of documentation to identify ambiguities, requesting missing or needed information, evaluation of overall impacts to the project, and making recommendations regarding the reasonableness and appropriateness of schedules and costs.

For design work, or other services as assigned, needed in preparation of a potential County change order, Consultant must prepare all documents and materials in sufficient detail and in such a manner that they can be efficiently reviewed by

AGREEMENT

County's contractor for the preparation of a detailed price quote, and so that the contractor's price quote can be expeditiously evaluated for conformance with all stated requirements.

When the County is in receipt of a price quote from a Contractor for a County requested change order, the Consultant must fully review all submitted materials and provide a response in writing recommending acceptance or rejection within 7 calendar days. If the Consultant recommends rejection of the contractor's submittal, the Consultant must provide a detailed written response identifying the specific deficiencies and needed corrections.

All deliverables for work related to change orders must be submitted to the County within 7 calendar days, except that work required in response to a price quote received from a County contractor for a County requested change order must be completed within 5 business days. The County may request an earlier deadline for specific submittals depending on the circumstances, in which case Consultant must use its best efforts to submit deliverables in the time frames requested.

At the County's request, Consultant may be required to apportion proposed change order designs into phased or segmented groups to ensure each proposal can be administratively processed in accordance with County requirements.

In the event Consultant fails to fully comply with the requirements of this section, the Consultant will be liable to the County for damages or expenses resulting from a change order becoming deemed approved by operation of statute.

SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY

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.
- C. Sample copies of the County standard contract documents and specifications.
- D. Preparation of legal (front-end) section of the specifications.

SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

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

1. Prior to the commencement of design activities, the County will conduct with the Consultant a pre-design conference for the purpose of discussing issues relative to the project, plans preparation and submittal procedures and to convey to the Consultant such items provided for under Section 4 as may be required and available at that time.
2. The Consultant shall make presentations to the County's Director of Utilities 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.
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.
4. The Consultant shall attend, as technical advisor to the County all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the project, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the County, shall either plead the County's case or provide engineering and technical assistance to the County in its pleading of the case.
5. The Consultant shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the County and appropriate County staff shall attend.

SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES

1. BASIC SERVICES

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

AGREEMENT

2. OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the Consultant under this Agreement. Optional Services shall be rendered by the Consultant only upon written authorization by the County's Director of the Utilities, or designee.

3. CONTINGENCY SERVICES

When authorized in writing by the County's Director of Utilities 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.

4. ADDITIONAL SERVICES

When executed by the County Administrator or 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.

5. 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 B).

- 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.
- G. Printing and Binding Services.

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 the designated Project Manager, Daniel Umberger.

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

AGREEMENT

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

1. For the basic services provided for in this Agreement, as defined in Section 3.1, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of \$227,300.00 for the Task 1 - Project Management Phase of the project.

A Lump Sum Fee of \$106,270.00 for the Task 2 - Injection Well Permitting, Design and Bidding Assistance Phase of the project.

A Lump Sum Fee of \$886,182.00 for the Task 3 - Well Construction Services Phase of the project.

A Lump Sum Fee of \$61,280.00 for the Task 4 - Hydraulic Modeling Phase of the project.

A Lump Sum Fee of \$1,170,637.00 for the Task 5 - Surface Facility Design and Permitting Services Phase of the project.

A Lump Sum Fee of \$507,630.00 for the Task 6 - Surface Facility Design Construction Services Phase of the project.

A Lump Sum Fee of \$97,300.00 for the Task 7 - SB 64 Ongoing Regulatory Compliance Phase of the project

A Lump Sum Fee of \$215,160.00 for the Task 8 - Operational Testing Assistance and Operation Permitting Phase of the project

The above fees shall constitute the total not to exceed amount of (\$3,271,759.00) to the Consultant for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

2. For any CONTINGENCY SERVICES performed, the County agrees to pay the Consultant, a negotiated fee based on the assignment, up to a maximum amount not to exceed \$327,000.00 for all assignments performed.
3. Total agreement not-to-exceed amount **\$3,598,759.00**.
4. For any ADDITIONAL SERVICES, the County agrees to pay the Consultant a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.
5. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the Consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - PERFORMANCE SCHEDULE

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

1. The services to be rendered by the Consultant shall be commenced upon receipt from the County of written "NOTICE TO PROCEED."
2. All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in 2.3 E.
3. The Consultant shall not be held responsible for delays in the completion of the project design when the County causes such delays. The County reviews related to the above submittals shall not exceed 21 days.

AGREEMENT

3. The Consultant shall not be held responsible for delays in the completion of the project design when the County causes such delays. The County reviews related to the above submittals shall not exceed 21 days.

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

1. The contingency services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Utilities or designee.
2. The additional services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.
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. Any subconsultant not listed as part of the prime consultant's team at time of award must be approved by the Director of Purchasing prior to performing any service.

SECTION 11 - SATISFACTORY PERFORMANCE

All services to be provided by the Consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's Director of Utilities or designee.

SECTION 12 - RESOLUTION OF DISAGREEMENTS

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.
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

1. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.
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, subconsultant 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.
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 5 years after the date of final payment by the County to the Consultant pursuant to this Agreement.
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

AGREEMENT

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

1. The Consultant must maintain insurance in at least the amounts required in the Request for Proposal 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. See Section C Insurance Requirements – Attached
2. If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified 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, 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") 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 Consultant 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 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.

AGREEMENT**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 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

1. The County reserves the right to cancel this Agreement, without cause, by giving 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 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.
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.
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.
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

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for seven (7) years 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

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.
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 and Appendices, 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

Consultant is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Consultant agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Consultant represents and certifies that Consultant is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable,

| |
|------------------|
| AGREEMENT |
|------------------|

laws. Consultant agrees that any contract awarded to Consultant will be subject to termination by the County if Consultant fails to comply or to maintain such compliance.

SECTION 27 - PUBLIC RECORDS

Consultant 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 Consultant 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.

CONTRACTOR'S DUTY:

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-5139

Email: wharvey@pinellas.gov

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.

PINELLAS COUNTY, FLORIDA, a
Political subdivision of the State of
Florida, by and through its
Board Of County Commissioners

CONSULTANT: **ASRus, LLC**

Chairman
Date: _____



Authorized Signature
Mark B. McNeal, P.G.

ATTEST: Ken Burke, Clerk of the Circuit
Court

Printed Authorized Signature

Chief Executive Officer

Title Authorized Signature

Deputy Clerk
Date: _____

APPROVED AS TO FORM
By: Miles Belknap
Office of the County Attorney

Exhibit A - Scope of Services

The Scope of Services includes the following tasks as described below.

Task 1- Project Management

The CONSULTANT will develop and maintain project documents and associated activities throughout the project including the following:

- Project Set-up: CONSULTANT will develop and maintain project schedule and create electronic file systems as needed. CONSULTANT will prepare and execute SUBCONSULTANT subcontracts in conjunction and agreement with the fees submitted.
- Project Kickoff Meeting: The CONSULTANT will hold a project kickoff meeting and meet with the COUNTY to review scope of work, deliverables, schedule, and receive/review pertinent information related to the project provided by the COUNTY at or before the meeting. Kick-off meeting minutes will be prepared by the CONSULTANT.
- Invoicing and Status Updates: CONSULTANT will provide monthly progress reports to COUNTY staff during the duration of project. CONSULTANT will also coordinate with sub consultants and submit monthly invoices.
- Coordination: CONSULTANT will coordinate with project team and the COUNTY's Project Manager throughout the project duration which includes phone calls, emails and monthly progress meetings. Monthly meetings during construction periods are accounted for in Task 3 and Task 5.

Deliverables: CONSULTANT will prepare and submit to the COUNTY project deliverables under Task 1 in electronic format and will include the following:

- Project Schedule (monthly updates)
- Project Kickoff Meeting minutes
- Invoice and Status Updates (monthly)
- Monthly Progress Meeting minutes

Task 2 – Injection Well Permitting, Design and Bidding Assistance

Injection Well Permit

CONSULTANT will prepare a Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Permit Application for two Class I injection wells for management of excess reclaimed water from the South Cross Bayou Advanced Water Reclamation Facility (WRF).

August 19, 2025

Preparation of the permit application with include the following by CONSULTANT:

- Prepare required permit form (Form 62-528.900(1))
- Compile the data and information needed to support the permit application, including available source water quality data, area of review well inventory, and description of the regional geologic and hydrogeologic setting.
- Drilling and Testing Plan. This will include the proposed subsurface well design of the injection wells and associated monitor wells, and the drilling and testing methods proposed to meet regulatory requirements and construction standards.
- Proposed monitoring program for the injection well system.
- Plugging and abandonment plan and estimate.
- Review by a Florida registered professional engineer (PE). A Florida PE is required to sign and seal the FDEP permit application.
- Responses to up to two (2) requests for additional information (RAIs) from the FDEP.
- Prepare for and attend a public meeting (if a public meeting is requested) as part of the draft permit notification process.
- Review and negotiate conditions of the Draft Permit from FDEP.

In support of the permit application the COUNTY will provide the following:

- Annual water quality data collected from the WRF.
- Permit application signatures from Authorized signatories. The UIC permit application form and certificate of financial responsibility will need signatures.
- Permit application fees. The FDEP UIC permit application fee will be \$12,500 per injection well.

Design and Specifications

CONSULTANT will prepare the technical specifications for the subsurface construction of the injection wells and associated monitoring wells. Drawings for the subsurface construction will include relevant site maps and diagrams of subsurface construction details created in adobe illustrator which is typical for well construction projects and will be adequate for the well drilling contractor to bid on and construct the well. CONSULTANT will prepare a schedule of values bid form that can be used in the bidding of a drilling contractor. The technical specifications package will be included in the Contract Documents prepared by the COUNTY. CONSULTANT will review contract documents for general conformance with well construction practices, as requested.

CONSULTANT will provide the following assistance to the COUNTY during the bidding phase:

- Provide recommendations on minimum qualifications for the contractor to include in drilling solicitation
- Assistance with responses to questions from contractors during the bidding phase
- Review of bids and schedule of values

August 19, 2025

- Recommendation of award

Up to four (4) meetings/video conference calls are scoped under Task 2 to facilitate the permitting and bidding of the injection wells.

Deliverables: CONSULTANT will prepare and submit to the COUNTY project deliverables under Task 2 in electronic format and will include the following:

- Draft Permit applications
- Final Permit Applications
- Draft Drilling Technical Specifications and Bid Schedule
- Final Drilling Technical Specifications and Bid Schedule

Task 3 – Well Construction Services

This scope of work includes professional services during the subsurface construction of two Class I injection wells and associated monitoring wells. It will include Field Observation services, senior oversight by a professional geologist (PG), regulatory reporting as required by the FDEP UIC permit, and well completion reports for both sites.

The nature of a well's subsurface construction is not simply the implementation of a design but rather a drilling investigation that results in a final completion of the well based on the hydrogeologic conditions encountered. As such, the CONSULTANT will be present during the majority of the drilling and construction activities. The FDEP permit for the well is expected to require continuous onsite presence of qualified personnel during all testing and geophysical logging operations.

CONSULTANT will provide the following services to support the COUNTY during well construction and testing:

1. Submittal Review - CONSULTANT will review shop drawing submittals and other data that the Well Drilling Contractor is required to submit. The submittals shall be reviewed for general conformance with the design specifications of the well and compliance with the Contract Documents.
2. Technical Interpretations - Throughout the construction phase, CONSULTANT will provide technical interpretations of the Contract Documents, and evaluate requested changes from the approved design or specifications. CONSULTANT will respond to Contractor's requests for information and make site visits to evaluate specific problems or unusual circumstances which may arise.
3. Senior Hydrogeologist Oversight – Throughout the construction phase, CONSULTANT will provide oversight of field activities by a professional geologist (PG) including periodic

August 19, 2025

site visits. Senior hydrogeologists will assist with decisions during critical construction and testing phases to ensure the appropriate testing is performed, and construction standards are adhered to meet the requirements for UIC injection wells.

4. Review Pay Applications - Throughout the construction phase, CONSULTANT will review unit quantities of payment applications from the contractor and make recommendations to the COUNTY on the acceptance or rejection of the payment application.
5. Resident Observation - CONSULTANT will be present during all hydrogeologic testing and critical construction elements of the project including but not limited to the following:
 - Pilot hole drilling and testing
 - Core sampling
 - Packer testing
 - Pumping tests
 - Geophysical logging
 - Casing settings
 - Grouting operations
 - Completion of open hole intervals
6. Submittal of weekly reports to FDEP during drilling - These reports are a requirement of the Class I construction permits. Reports will be completed by the CONSULTANT and will include the items that are typically required in the specific conditions of the FDEP permit.
7. Injection well and monitor well casing seat requests - CONSULTANT will prepare casing seat requests for FDEP review. The requests will include an evaluation of drilling and testing information that pertains to the selection of the casing depths, monitoring intervals, and injection zone, as required by the FDEP permit.
8. Well Completion Report - A final well completion report for each injection well will be submitted to the FDEP as required in the permit and will document all construction and testing activities.

For the purposes of this scope of work, it is anticipated that drilling at the two sites will be performed consecutively by one contractor and will have a construction period of 15 months for each injection well and associated monitor well, however with an overlap of approximately 4 months, where work will be completed at both sites. The drilling operations are anticipated to be a 12-hour-per-day 5-day-per-week operation. Based on this estimated drilling schedule, well construction is estimated to require 26 months to complete. CONSULTANT will be present during all testing activities as mandated by the FDEP permit, and during critical construction sequences, as summarized under Resident Observation.

Project Meetings

CONSULTANT will prepare for and attend well construction related meetings as shown below. The following meetings are anticipated to be required as part of this project:

- Pre-Construction Meeting – Pre-construction meeting with the drilling contractor.

August 19, 2025

- Regulatory Meetings – Meetings with FDEP related to UIC regulatory issues, if required.
- Progress/Status Update Meetings During Construction – These meetings are anticipated to be monthly assuming a drilling construction schedule of 30 months. The meetings will be with the CONSULTANT, CONTRACTOR, and COUNTY representatives.
- Other Miscellaneous Meetings – Meetings that are necessary to complete the project, as determined by the CONSULTANT project manager.

Deliverables: CONSULTANT will prepare and submit to the COUNTY project deliverables under Task 3 in electronic format and will include the following:

- Draft Intermediate Casing and Final Casing Seat Requests (total of 4)
- Final Intermediate Casing and Final Casing Seat Requests (total of 4)
- Draft Well Completion Report (2) – one for each injection well site
- Final Well Completion Report (2) – one for each injection well site

Task 4 – Hydraulic Modeling

The objectives of Task 4 are to confirm the extent to which existing reclaimed water (RCW) infrastructure can be used to deliver effluent flows to DIW without compromising the ability to meet RCW demands, and the extent to which infrastructure improvements/expansions are needed for DIW deliveries.

CONSULTANT will provide the following services:

- RCW system data collection and review: Coordinate a data request with the COUNTY of the RCW system and request the most recent copy of the calibrated RCW hydraulic model if it has been updated since the last transferal to Hazen under Senate Bill 64 Support Services.
- Hydraulic model review – Review the integrity of the model by comparing it to flow metering stations. Hazen will not be performing calibration services. Services rendered in this task are to review the model details to be used for design services.
- Hydraulic model evaluation – Run several modeling scenarios to provide appropriate pressure and flow at two injection well locations. Modeling scenarios will include:
 - Maximum discharge at each DIW site:
 - Discharge during rainy season (low RCW demand and high DIW flows)
 - Discharge during dry season (high RCW demand and low DIW flows).
 - Maximum discharge by combining both DIW.
 - Low flow discharge conditions:
 - Discharge during rainy season (low RCW demand) to each well and combined flow projections
- Use the RCW hydraulic model to evaluate the extent to which Bayou Golf Club reclaimed water demands may be met with reclaimed water supplies and existing infrastructure.

August 19, 2025

Task 5 – Surface Facility Design and Permitting Services

CONSULTANT will provide the following services:

- Data Collection Review – Request, receive and review available data necessary for completing the tasks included in this scope. Anticipated data to be provided by the COUNTY includes:
 - Record drawings for the McKay Creek Pump Station (PS) and any drawings for the Lake Seminole Park site.
 - Current stormwater management permits (Environmental Resource Permits – ERPs) applications, letter modifications, plans for each site.
 - Current operating permit for the SCBAWRF, and McKay Creek PS and details for the D-001 (Surface water discharge to outfall, Joes Creek) and R-001 (RCW) discharges
 - Pump data and cut sheets showing pumping capacity of the existing high service pumps at SCBAWRF and McKay Creek. These are to be used to verify operating conditions of the COUNTY's hydraulic model.
 - Any information on planned improvements for each site.
- Initial Site Visit – Visit the McKay Creek PS and the Lake Seminole Park location with the COUNTY. Site visit intent is to perform the following:
 - Identify approximate location of the DIW and location of monitoring wells
 - Identify any possible conflicts with other utilities. Record Drawings for McKay Creek PS will be used to verify visible infrastructure and denote areas to perform additional subsurface investigations. For the Lake Seminole Park site any available information will be used to enhance site improvement logistics.
 - Identify piping improvements needed to connect the DIW to existing reclaimed water lines and infrastructure. This will help define areas where subsurface utility elevation (SUE) verifications are needed.
 - Identify lay down footprint needs for the construction of the wells at possible well locations.
 - Identify potential connection points for power and potable water for construction logistics and permanent infrastructure at each site.
 - Identify and review remote control strategies at each location. At the McKay Creek PS site, help identify current location of PLC and point of connection with the COUNTY SCADA department.
- Preliminary Design Report (PDR)– Prepare PDR report for both DIW site locations. The PDR will include the following:
 - Summary of the site visit observations
 - Summary of the hydraulic analysis and any recommendations that may have been developed. Additional recommendations above and beyond the scope of work to provide surface facility improvements are solely recommendations to be considered by the COUNTY and not part of this scope of work.
 - Preliminary civil site, mechanical, structural, and yard piping improvement drawings.

August 19, 2025

- Piping & Instrumentation Diagrams (P&ID) showing proposed control strategy for each DIW at each location.
- Construction space and access for staging, laydown, power needs, and construction staff trailers needed for completion of the DIW.
- Preliminary design drawings to be provided at a 30% design level.
- Recommended size and material for each injection wells surface facility improvements and associated ancillary equipment needs.
- Recommend monitoring equipment and sampling piping improvements.
- List of permitting needs for the surface facility improvements including stormwater management modifications
- Construction sequencing and anticipated bid packages to be developed during design phase.
- Engineering cost opinion for the new infrastructure broken down per site. Construction estimates to be a Class 5 conceptual level cost estimate (-50% to +100%) that includes costs for well drilling, piping improvements, electrical needs, remote monitoring and control system needs, site access needs, civil site improvements, construction permitting efforts and maintenance of operation requirements.
- QA/QC and Peer Review, internal QA/QC review by qualified staff prior to submitting to the COUNTY. QA/QC staff will have periodic review of the product during development but will not be the primary author of the PDR.
- PDR Submittal, CONSULTANT will submit a draft PDR in searchable format to the COUNTY for review, and will attend a review meeting with the COUNTY within **2** weeks of submittal of the draft PDR. CONSULTANT will attend and document the comments received from the review meeting of the draft PDR. Comments received during the review will be incorporated to produce a final version of the PDR report.
- DIW Design and Specifications
 - 75% Design Level - Based on the design and recommendations agreed upon in the PDR, preliminary design drawings will be prepared to a 75% design level with specifications, updated schedule, and opinion of probable construction costs to a Class 3 level. QA/QC will be performed by specialists not directly involved with the project.
 - The 75% design documents will be provided to the COUNTY for review. 14 calendar days of review time for the COUNTY have been allocated in the schedule. CONSULTANT will meet with the COUNTY staff to review comments and will incorporate comments into the 100% design submittal.
 - This task will include a review of the COUNTY's front-end documents to identify supplementary conditions that may be required as part of the front-end documents. The COUNTY will provide the front-end documents and General Conditions (Division 0) to be used for the project bid set.
 - 100% Design Level – The 100% design milestone will consist of the final design drawings, special conditions, construction contract front end documents and

August 19, 2025

technical specifications documents. The submittal will include an updated schedule and the final opinion of probable construction cost.

- The 100% drawings and specifications will be submitted to the COUNTY for review. 14 calendar days of review time for the COUNTY have been allocated in the schedule. CONSULTANT will meet with the COUNTY staff to review comments then will incorporate the COUNTY's final comments and submit bid-ready contract documents to the COUNTY for their use in bidding the project.
- Permitting Services –prepare and submit permit applications to the responsible regulatory agency for review. It is anticipated that the following permits will be required in support of the surface facilities and conveyance modifications for the injection wells.
 - FDEP Wastewater Facility Construction Permit –provide assistance to COUNTY staff for preparation and submittal of a minor modification to the operating permit for the SCBAWRF outfall. A minor modification to the McKay Creek PS will be provided with this effort if required by FDEP. Application fee to be paid by the COUNTY.
 - Environmental Resource Permit (ERP) - This permit effort will cover requirements for stormwater management modifications for the added impervious surfaces associated with the injection wells and monitoring wells. Permit efforts are assumed for each site as follows:
 - McKay Creek PS site may require a major modification since the proposed site is split between two ERPs. With the new Florida State Stormwater rules it is anticipated that the existing stormwater system will require modification.
 - Lake Seminole Park may also require a major modification to the existing ERP in response to the new State Stormwater Rules.
 - Proposed stormwater improvements are solely in response to the increased impervious and associated attenuation/water quality requirements. Such efforts does include other improvements.
 - Permit effort will begin as soon as the 75% design plans are approved by the COUNTY. Application fee to be paid by the COUNTY.
- DIW Bidding Phase Services - CONSULTANT will provide the following services:
 - McKay Creek PS Surface Facilities Construction Drawings:
 - Attend pre-bid site conferences, and one site visit with the COUNTY and procurement department.
 - Provide a written response to questions during the bidding process.
 - Provide an evaluation of received bids for a recommendation of award identifying the lowest qualified responsive bidder.
 - Lake Seminole Surface Facilities Construction Drawings:
 - Attend pre-bid site conferences, and one site visit with the COUNTY and procurement department.
 - Provide a written response to questions during the bidding process.
 - Provide an evaluation of received bids for a recommendation of award identifying the lowest qualified responsive bidder

August 19, 2025

Deliverables:

- Preliminary Design Report draft and final.
- Surface Facility 75% design and specifications
- Surface Facility 100% design and specifications
- Surface Facility bid-ready design and specifications
- FDEP Wastewater Construction Permit application
- ERP application for each site
- Bid responses to questions
- Bid evaluation letter

Task 6 – Surface Facility Design Construction Services

CONSULTANT will provide the following services:

- Surface Facilities Construction Observation, Testing and Construction Phase Services:
 - Project Meetings: Meet with COUNTY and the contractor up to twice a month, including attendance at a preconstruction conference at the beginning of construction. Assist in the preparation and distribution of meeting agenda and follow-up minutes for construction meetings. Minutes will be distributed electronically.
 - Resident Project Representative (RPR): Provide a qualified RPR to provide part-time inspection of the surface facility improvements as the work progresses along with covering the surface facility improvements during normal work week / workday hours for a total of 12 hours per week. Time on site will follow the construction schedule for on-site activities. RPR will provide:
 - Utilize and assist COUNTY and CONSULTANT staff in the use of the construction phase file sharing system for storage and retrieval of construction documents
 - Perform inspection reports of surface facility improvement activities to verify compliance with Contract Documents
 - Serve as the main liaison between plant personnel and the materials testing staff, well drillers, well inspectors, and contractor for coordination of activities between contracts and resolution of operational needs
 - Provide review and concurrence with amounts submitted on pay applications from the contractor, including quantities delivered and listed as stored materials
 - Maintain logs of work deficiencies and issue notices of non-compliance
 - Provide review of record drawing markups on a regular basis
 - Observe and record pressure tests, electrical tests, density tests, concrete tests, and control startup loop checks and operational tests prior to startup
 - Materials Testing: Specifications will require the contractor to employ independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the installed work, both for certain elements of the well driller's work (casing and cement quality) and the full scope of the surface facility improvements. CONSULTANT will review the reports and other information prepared by the independent firms that are provided by the contractor.

August 19, 2025

- Requests for Information (RFIs) and Change Orders (COs): Address and respond to RFIs submitted by the contractor, anticipated to be up to 20 RFIs. CONSULTANT will review claims made by the contractor for unforeseen conditions, anticipated to be up to 2 claims for the project, to provide recommendation of inclusion in change orders issued by the COUNTY.
- Submittals: Review submittals related to the surface facility improvements, the results of tests and inspections, and other data the contractor is required to submit in accordance with the Contract Documents, anticipated to be up to 30 submittals/resubmittals per site. Submittals will be reviewed for conformance and compliance with the Contract Documents.
- Substantial Completion and FDEP Notice: Prior to substantial completion and before the injection wells are placed in service, CONSULTANT will prepare and submit the appropriate FDEP notification of completed construction as required by the issued FDEP permit. Upon receiving notice that the work is substantially complete, CONSULTANT will, in conjunction with the COUNTY, conduct a comprehensive one-day inspection of the work, provide written recommendation to the COUNTY that the work is ready for use by the COUNTY, and develop a list of items needing completion or correction to include in a final punch list or, if not ready for use, to identify those items needing correction to achieve substantial completion.
- Final Completion: Once items on the final punch lists have been completed, as verified by the RPR, CONSULTANT will perform a one-day final inspection of the work with the COUNTY and assist the COUNTY in closing out the construction contract, including the verification of Contractor's delivery of all record documents, including final test reports, equipment O&M manuals, warranty documents, and release of liens. CONSULTANT will provide recommendation of acceptance of Project based upon observation of the work and related records submitted by the Contractor. The COUNTY will prepare the project close-out paperwork for the final payment application.
- Record Drawings: prepare and submit to the COUNTY, upon completion of all construction, one electronic AUTOCAD and pdf file set on electronic media of the Construction Drawings that have been updated to reflect those changes made during the construction process, using information supplied by the Contractor. CONSULTANT will provide a set of record drawings for the McKay Creek PS Improvements and one set for the Lake Seminole improvements and include other data which can be reasonably verified by limited field observations. Actual dimensional locations, actual elevations, actual equipment model numbers and capacities, and any deviations from the original contract drawings will be noted on the record drawings as marked up by the contractor.

Deliverables:

- RPR reports
- Construction non-compliance reports
- Project submittals
- Testing reports
- Request for Information
- Change Orders

August 19, 2025

- Substantial completion and FDEP Notice
- Final completion recommendations
- Record Drawings
- Draft and Final O&M Manual for each injection well system

Task 7 – SB64 Ongoing Regulatory Compliance

CONSULTANT will provide the following services:

- Continued coordination with FDEP to confirm the acceptable capacity of DIWs based on the acceptable remaining magnitude, frequency, and quality of surface water discharges. This task includes quarterly email updates to FDEP and annual virtual meetings with FDEP to discuss historical surface water discharge analyses, proposed DIW capacity, anticipated remaining surface water discharges after DIW installation, and resultant Senate Bill 64 / Consent Order compliance implications.
- Continued coordination with the Bayou Golf Club to determine requested reclaimed water deliveries as a substitute for potable water irrigation. The RCW hydraulic model will be used under Task 4 to determine the extent to which requested deliveries can be achieved with existing infrastructure and the extent to which improvements/expansions of conveyance are needed.
- Coordination with the COUNTY's consulting partner, ESA, to obtain updated receiving water flow estimates for the 2020-2024 hydroperiod.
- Coordination with the COUNTY's consulting partner, ESA, to develop an effluent and receiving water sampling plan if required by FDEP for *de minimis* determination and associated DIW capacity requirement. This task assumes no sampling will be conducted by CONSULTANT, nor the inclusion of any third-party analytical costs.
- Evaluation of projected remaining surface water discharges from SCBAWRF relative to receiving stream flows (provided by ESA) as a function of DIW capacity to inform a *de minimus* determination and associated Consent Order compliance requirements for effluent disinfection byproduct concentrations.

Deliverables:

- Meeting agendas, presentations, and minutes for discussions with FDEP
- Memorandum documenting Bayou Golf Club reclaimed water requests and cost estimate for required infrastructure to satisfy those requests
- Memorandum and technical appendix with supporting information for DIW capacity recommendation

Task 8 – Operational Testing Assistance and Operation Permitting

Under this task, the CONSULTANT will provide the following:

August 19, 2025

1. Assistance with an injection test. An injection test must be conducted at each well prior to FDEP authorization of operational testing. The injection test is proposed to be conducted following the completion of the final wellheads and related infrastructure. An injection test plan will be prepared by CONSULTANT for FDEP review. CONSULTANT will be present during the injection test to assist COUNTY. An evaluation of the injection test results will be completed and included in the operational testing request to FDEP.
2. An operational testing request package for each injection well satisfying the requirements of specific conditions of the well construction and testing permit. FDEP authorization for operational testing is required before the well can be used.
3. Signed and sealed survey by a professional surveyor of each well site, required by FDEP for the operational testing request submittal.
4. A draft O&M Manual, a requirement of the operational testing request submittal.
5. Record Drawings of the completed well system, a requirement of the operational testing request submittal.
6. Prepare for and attend a FDEP site inspection of the completed well, a requirement of operational testing approval process.
7. System Start-up – Per FDEP UIC requirements the Engineer of Record must be present during start-up of operational testing of the injection well system.
8. Assist COUNTY with continued regulatory reporting and compliance support through the operational testing period.
9. Prepare a FDEP Class I operation permit application for each injection well. These applications will be submitted after sufficient data has been collected during the operational testing period to support the permitting of the system. Approximately 6-8 months of supporting data is anticipated to be sufficient for each respective permit application. The permit applications will include the following:
 - Preparing the required application (Form 62-528.900(1)) supporting documentation required for the permit application.
 - Proposed monitoring program for the injection well system.
 - Plugging and abandonment plan and estimate.
 - Review by a Florida registered professional engineer (PE). A Florida PE is required to sign and seal the FDEP permit application.
 - Responses to up to two (2) requests for additional information (RAIs) from the FDEP.
 - Assisting COUNTY with the public meeting in support of the permitting process (if required).
 - Review and negotiate conditions of the Draft Permit from FDEP.
10. The CONSULTANT team will prepare an O&M Manual for the Injection Well System that includes both injection well sites.

August 19, 2025

Deliverables: CONSULTANT will prepare and submit to the COUNTY project deliverables under Task 7 in electronic format and will include the following:

- Operational Testing Request Packages (2) Draft (PDF)
- Operational Testing Request Packages (2) Final (PDF)
- Draft O&M Manual
- Final O&M Manual
- Operation Permit Applications (2) (PDF)
- Operation Permit Applications (2) Final (PDF)

EXCLUSIONS AND CONDITIONS

The following items are exclusions to or conditions of this Scope of Services:

- Permit fees will be paid by the COUNTY
- No groundwater modeling or solute transport modeling are included in this scope of services
- Water quality sampling and/or testing associated with Task 7

The following assumptions were used in development of this Scope of Services:

- Scope is based on the shortest logical distance to convey the reclaimed water from the distribution system to the DIW locations. If the hydraulic analysis shows that a different location of connection is required for the flow/pressure required, or that additional hydraulic improvements are necessary, an amendment will be prepared upon request of the COUNTY to address additional distribution system improvements.

PERFORMANCE SCHEDULE

The proposed schedule assumes the tasks will be completed in the timeframe shown in the below table.

| Task | Calendar Days from NTP |
|---|-------------------------------|
| PCU Provides Notice to Proceed | Start |
| Task 1 – Project Management | 1856 |
| Task 2 - Injection Well Permitting, Design and Bidding Assistance | 510 |
| Task 3 - Well Construction Services | 780 |
| Task 4 – Hydraulic Modeling | 120 |
| Task 5 – Surface Facility Design and Permitting Services | 630 |
| Task 6 – Surface Facility Design Construction Services | 630 |
| Task 7 – SB 64 Ongoing Regulatory Compliance | 1856 |
| Task 8 – Operational Testing Assistance and Operation Permitting | 690 |

Notes: Tasks time of completion overlap. Total project time estimated at 60 months. Schedule assumes wells are drilled consecutively and therefore schedule could be condensed based on an expedited contractor schedule.

August 19, 2025

COMPENSATION

For the Scope of Services described in this work assignment, the CONSULTANT will perform Task 1, Task 2, Task 4, Task 5 and Task 7 on a lump sum (LS) not to exceed basis and Task 3, Task 6 and Task 8 will be completed on a Time and Material (T&M) not to exceed basis fee as summarized in the table below and detailed in **Attachment A**. The fee also includes an Owner's Allowance of \$327,000 for a total project estimate of \$3,598,759. The Owner's Allowance can only be used after approval by the COUNTY's Project Manager.

| Item | Total Fee |
|---|--------------------|
| Task 1 – Project Management | \$227,300 |
| Task 2 - Injection Well Permitting, Design and Bidding Assistance | \$106,270 |
| Task 3 - Well Construction Services | \$886,182 |
| Task 4 – Hydraulic Modeling | \$61,280 |
| Task 5 – Surface Facility Design and Permitting Services | \$1,170,637 |
| Task 6 – Surface Facility Design Construction Services | \$507,630 |
| Task 7 – SB 64 Ongoing Regulatory Compliance | \$97,300 |
| Task 8 – Operational Testing Assistance and Operation Permitting | \$215,160 |
| Total Project Estimate | \$3,271,759 |
| COUNTY Allowance | \$327,000 |
| With COUNTY Allowance | \$3,598,759 |

Attachment A Budget for Performance of Services

Pinellas County

Senate Bill 64 Compliance Injection Wells

RFQ No. 25-0551-RFQ-CCNA

Date: 08/19/2025

| Labor Category | ASRus Rates | | | | | | | | | | Subconsultants | | | Total Estimated Cost |
|--|---------------------|-----------------------------------|------------------------------------|----------------------------|-----------------------------|-----------------|-------------------|---------|----------------------|-------------------|-----------------|------------------|------------------|----------------------|
| | Principal in Charge | Senior Professional Engineer (PE) | Senior Professional Geologist (PG) | Professional Engineer (PE) | Professional Geologist (PG) | Staff Scientist | Graphics Designer | Admin. | ASRus Hours Per Task | ASRus Fee By Task | HGC Fee By Task | H&S Fee By Task | | |
| Contract Hourly Rates | \$250.00 | \$230.00 | \$220.00 | \$190.00 | \$160.00 | \$110.00 | \$80.00 | \$80.00 | | | | | | |
| TASK 1 Project Management | | | | | | | | | | | | | | |
| Project Setup | 16 | | 20 | | 30 | | | 8 | 74 | \$13,840 | | \$5,120 | \$18,960 | |
| Project Kickoff Meeting | 2 | | 4 | | 10 | 6 | | | 22 | \$3,640 | \$500 | \$3,940 | \$8,080 | |
| Monthly Invoicing and Status Updates | 20 | | 30 | | 120 | | | 60 | 230 | \$35,600 | | \$51,840 | \$87,440 | |
| Project Coordination and monthly meetings | 60 | | 60 | | 100 | 30 | | | 250 | \$47,500 | \$7,500 | \$57,820 | \$112,820 | |
| | | | | | | | | | | | | | \$0 | |
| Task 1 total | 98 | 0 | 114 | 0 | 260 | 36 | 0 | 68 | 576 | \$100,580 | \$8,000 | \$118,720 | \$227,300 | |
| TASK 2 - Injection Well Permitting and Design | | | | | | | | | | | | | | |
| FDEP UIC Well Permitting | | | | | | | | | | | | | | |
| - Prepare Permit Applications (2) | 20 | | 50 | | 70 | 60 | 8 | | 208 | \$34,440 | | \$560 | \$35,000 | |
| - QA/QC and Peer Review | | | | | | | | | | | \$5,000 | \$0 | \$5,000 | |
| - Respond to RAI from FDEP | 6 | | 8 | | 16 | | | | 30 | \$5,820 | | \$280 | \$6,100 | |
| - Draft Permit Negotiations | 8 | | 16 | | 4 | | | | 28 | \$6,160 | | \$560 | \$6,720 | |
| - Assist with Public Meeting (if required) | | | 8 | | 8 | | 4 | | 20 | \$3,360 | | \$7,960 | \$11,320 | |
| <i>Subtotal</i> | 34 | 0 | 82 | 0 | 98 | 60 | 12 | 0 | 286 | \$49,780 | \$5,000 | \$9,360 | \$64,140 | |
| Well Design and Specifications | | | | | | | | | | | | | | |
| - Prepare Bid Schedule | | | 4 | | 16 | | | | 20 | \$3,440 | | | \$3,440 | |
| - Prepare Opinion of Probably Cost | 2 | | 4 | | 16 | | | | 22 | \$3,940 | | | \$3,940 | |
| - Prepare Technical Specifications | 8 | | 20 | | 50 | | 4 | | 82 | \$14,720 | | | \$14,720 | |
| - QA/QC and Peer Review | | | | | | | | | 0 | \$0 | \$2,500 | | \$2,500 | |

| Labor Category | ASRus Rates | | | | | | | | | Subconsultants | | | Total Estimated Cost |
|---|---------------------|-----------------------------------|------------------------------------|----------------------------|-----------------------------|-----------------|-------------------|-----------|----------------------|-------------------|------------------|-----------------|----------------------|
| | Principal in Charge | Senior Professional Engineer (PE) | Senior Professional Geologist (PG) | Professional Engineer (PE) | Professional Geologist (PG) | Staff Scientist | Graphics Designer | Admin. | ASRus Hours Per Task | ASRus Fee By Task | HGC Fee By Task | H&S Fee By Task | |
| Contract Hourly Rates | \$250.00 | \$230.00 | \$220.00 | \$190.00 | \$160.00 | \$110.00 | \$80.00 | \$80.00 | | | | | |
| Subtotal | 10 | 0 | 28 | 0 | 82 | 0 | 4 | 0 | 124 | \$22,100 | \$2,500 | \$0 | \$24,600 |
| Well Bidding Assitance | | | | | | | | | | | | | |
| - Assist County with Bid Documents | 2 | | 20 | | 30 | | | | 52 | \$9,700 | | | \$9,700 |
| - Prebid conference and Site Visit | 1 | | 4 | | 6 | 4 | | | 15 | \$2,530 | \$1,000 | | \$3,530 |
| - Prepare Responses to Bidders | 1 | | 2 | | 4 | | | | 7 | \$1,330 | \$1,000 | | \$2,330 |
| - Evaluate Bids, ROA | 1 | | 2 | | 8 | | | | 11 | \$1,970 | | | \$1,970 |
| Subtotal | 5 | 0 | 28 | 0 | 48 | 4 | 0 | 0 | 85 | \$15,530 | \$2,000 | \$0 | \$17,530 |
| TASK 2 TOTAL | 49 | 0 | 138 | 0 | 228 | 64 | 16 | 0 | 495 | \$87,410 | \$9,500 | \$9,360 | \$106,270 |
| TASK 3 - Well Construction Services | | | | | | | | | | | | | |
| - Project Meetings | 26 | | 52 | | 52 | | | 26 | 156 | \$28,340 | \$7,000 | | \$35,340 |
| - Full Time Resident Observation | | | | | | 3569 | | | 3569 | \$392,600 | \$175,000 | | \$567,600 |
| - Submittal Review | 2 | | 8 | | 24 | | | | 34 | \$6,100 | | | \$6,100 |
| -FDEP UIC Communication and Reporting | 2 | | 26 | | 26 | | | | 54 | \$10,380 | | | \$10,380 |
| - Senior PG oversight | 112 | | 224 | | 335 | | | | 671 | \$130,806 | \$6,500 | | \$137,306 |
| - Weekly UIC reports | | | | | 224 | | | | 224 | \$35,776 | | | \$35,776 |
| - Casing Seat Requests | 8 | | 16 | | 40 | 40 | | | 104 | \$16,320 | | | \$16,320 |
| - Contractor RFI and COs | 8 | | 16 | | 40 | | | | 64 | \$11,920 | | | \$11,920 |
| - Review Monthly Pay Requests | | | 10 | | 26 | | | | 36 | \$6,360 | | | \$6,360 |
| -Well Completion Reports (2) | 20 | | 80 | | 120 | 100 | 16 | | 336 | \$54,080 | \$5,000 | | \$59,080 |
| TASK 3 TOTAL | 178 | 0 | 432 | 0 | 887 | 3709 | 16 | 26 | 5247 | \$692,682 | \$193,500 | \$0 | \$886,182 |
| TASK 4 - Hydraulic Modeling | | | | | | | | | | | | | |
| | | | | | | | | | | | | \$61,280 | \$61,280 |
| TASK 5 - Surface Facility Design and Permitting Services | | | | | | | | | | | | | |
| | | | | | | | | | | | | \$1,170,637 | \$1,170,637 |
| TASK 6 - Surface Facility Design Construction Services | | | | | | | | | | | | | |
| | | | | | | | | | | | | \$507,630 | \$507,630 |

| Labor Category | ASRus Rates | | | | | | | | | Subconsultants | | | Total Estimated Cost |
|--|---------------------|-----------------------------------|------------------------------------|----------------------------|-----------------------------|-----------------|-------------------|---------|----------------------|-------------------|------------------|--------------------|----------------------|
| | Principal in Charge | Senior Professional Engineer (PE) | Senior Professional Geologist (PG) | Professional Engineer (PE) | Professional Geologist (PG) | Staff Scientist | Graphics Designer | Admin. | ASRus Hours Per Task | ASRus Fee By Task | HGC Fee By Task | H&S Fee By Task | |
| Contract Hourly Rates | \$250.00 | \$230.00 | \$220.00 | \$190.00 | \$160.00 | \$110.00 | \$80.00 | \$80.00 | | | | | |
| Task 7 - SB64 Ongoing Regulatory Compliance | | | | | | | | | | | | \$97,300 | \$97,300 |
| TASK 8 - Operational Testing | | | | | | | | | | | | | |
| - Injection test | 4 | | 20 | | 40 | 20 | | | 84 | \$14,000 | \$1,000 | \$16,380 | \$31,380 |
| - Operational Testing Request | 8 | | 16 | | 60 | | | | 84 | \$15,120 | \$1,000 | \$4,235 | \$20,355 |
| - O&M Manual | 4 | | 16 | | 40 | 40 | | | 100 | \$15,320 | \$2,000 | \$30,490 | \$47,810 |
| - Surveys (2) | | | 2 | | 2 | | | | 4 | \$760 | | \$4,795 | \$5,555 |
| - Operational Testing Phase Assistance | 12 | | 16 | | 40 | | | | 68 | \$12,920 | | \$41,160 | \$54,080 |
| - FDEP Operation Permit Applications (2) | 24 | | 40 | | 50 | 60 | 8 | | 182 | \$30,040 | \$5,000 | \$20,940 | \$55,980 |
| Task 8 Total | 52 | 0 | 110 | 0 | 232 | 120 | 8 | 0 | 522 | \$88,160 | \$9,000 | \$118,000 | \$215,160 |
| Total | | | | | | | | | | \$968,832 | \$220,000 | \$2,082,927 | \$3,271,759 |
| Owners Allowance | | | | | | | | | | | | | \$327,000 |
| Project Total | | | | | | | | | | | | | \$3,598,759 |

Attachment B - Hazen and Sawyer Task and Fee Proposal

Senate Bill 64 Compliance Injection Wells
Professional Engineering Services (Dft)

| Tasks | Associate VP | Sr. Project Manager (QA/QC) | Sr. Project Manager | Project Manager | Senior Engineer | Project Engineer | Engineer | Construction Manager | Inspector | Designer | Clerical | Labor Hours | Labor Dollars | Sub | Total ODCs | Total Dollars |
|---|--------------|-----------------------------|---------------------|-----------------|-----------------|------------------|-------------|----------------------|------------|-------------|------------|-------------|--------------------|------------------|------------------|--------------------|
| (Hourly Rates) | \$290 | \$280 | \$280 | \$235 | \$265 | \$210 | \$185 | \$190 | \$130 | \$140 | \$105 | | | | | |
| Task 1 - Project Management | | | | | | | | | | | | | | | | |
| 1.1 Project Set Up | 2 | 2 | 0 | 8 | 0 | 8 | 0 | 0 | 0 | 0 | 4 | 24 | \$5,120 | \$0 | \$0 | \$5,120 |
| 1.2 Project Kickoff Meeting | 2 | 0 | 0 | 4 | 2 | 8 | 0 | 0 | 0 | 0 | 2 | 18 | \$3,940 | \$0 | \$0 | \$3,940 |
| 1.3 Invoicing and Status Updates | 36 | 0 | 0 | 144 | 0 | 0 | 0 | 0 | 0 | 0 | 72 | 252 | \$51,840 | \$0 | \$0 | \$51,840 |
| 1.4 Project Coordination | 8 | 0 | 0 | 120 | 0 | 120 | 0 | 0 | 0 | 0 | 20 | 268 | \$57,820 | \$0 | \$0 | \$57,820 |
| TASK 1 TOTAL | 48 | 2 | 0 | 276 | 2 | 136 | 0 | 0 | 0 | 0 | 98 | 562 | \$118,720 | \$0 | \$0 | \$118,720 |
| Task 2 - Injection Well Permitting and Design | | | | | | | | | | | | | | | | |
| - Prepare Permit Applications (2) | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | \$560 | \$0 | \$0 | \$560 |
| - QA/QC and Peer Review | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 |
| - Respond to RAI from FDEP | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | \$280 | \$0 | \$0 | \$280 |
| - Draft Permit Negotiations | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | \$560 | \$0 | \$0 | \$560 |
| - Assist with Public Meeting (if required) | 0 | 0 | 8 | 0 | 16 | 0 | 8 | 0 | 0 | 0 | 0 | 32 | \$7,960 | \$0 | \$0 | \$7,960 |
| TASK 2 TOTAL | 0 | 0 | 13 | 0 | 16 | 0 | 8 | 0 | 0 | 0 | 0 | 37 | \$9,360 | \$0 | \$0 | \$9,360 |
| Task 3 Well Construction Services | | | | | | | | | | | | | | | | |
| - Prepare Bid Schedule | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 |
| - Prepare Opinion of Probably Cost | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 |
| - Prepare Technical Specifications | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 |
| - QA/QC and Peer Review | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 |
| TASK 3 TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 |
| Task 4 Hydraulic Modeling | | | | | | | | | | | | | | | | |
| 4.1 Data Collection and Review | 2 | 8 | 0 | 0 | 24 | 8 | 0 | 0 | 0 | 0 | 0 | 42 | \$10,860 | \$0 | \$0 | \$10,860 |
| 4.2 Hydraulic Model Review | 2 | 4 | 0 | 0 | 16 | 16 | 0 | 0 | 0 | 0 | 0 | 38 | \$9,300 | \$0 | \$0 | \$9,300 |
| 4.3 Hydraulic Model Evaluation | 2 | 6 | 0 | 0 | 64 | 48 | 0 | 0 | 0 | 0 | 8 | 128 | \$30,140 | \$0 | \$0 | \$30,140 |
| 4.4 Hydraulic Model Verification (Bayou Golf Club) | 2 | 1 | 0 | 0 | 16 | 24 | 0 | 0 | 0 | 0 | 8 | 51 | \$10,980 | \$0 | \$0 | \$10,980 |
| TASK 4 TOTAL | 8 | 25 | 0 | 0 | 184 | 144 | 0 | 0 | 0 | 0 | 24 | 259 | \$61,280 | \$0 | \$0 | \$61,280 |
| Task 5 Surface Facility Design and Permitting Services | | | | | | | | | | | | | | | | |
| 5.1 Data Collection | 1 | 1 | 4 | 0 | 0 | 8 | 16 | 0 | 0 | 8 | 0 | 38 | \$7,450 | \$0 | \$0 | \$7,450 |
| 5.2 Site Visits (Two sites) | 1 | 1 | 16 | 0 | 8 | 16 | 0 | 0 | 0 | 8 | 8 | 50 | \$11,370 | \$0 | \$0 | \$11,370 |
| 5.3 Preliminary Design Report | 4 | 30 | 72 | 0 | 108 | 256 | 180 | 0 | 0 | 264 | 33 | 947 | \$185,825 | \$119,572 | \$119,572 | \$305,397 |
| Report | 2 | 8 | 32 | 0 | 40 | 80 | 40 | | | 24 | 24 | 250 | \$52,460 | \$44,000 | \$44,000 | |
| 30% Drawings | 0 | 18 | 28 | 0 | 48 | 144 | 112 | | | 240 | 0 | 590 | \$110,160 | \$75,572 | \$75,572 | |
| Review Meeting | | | 4 | | 4 | 8 | 4 | | | | 1 | 21 | \$4,705 | \$0 | \$0 | |
| Final PDR | 2 | 4 | 8 | 0 | 16 | 24 | 24 | | | 0 | 8 | 86 | \$18,500 | \$0 | \$0 | |
| 5.4 Surface Facility Design and Specifications | 36 | 208 | 238 | 70 | 688 | 846 | 700 | 0 | 0 | 1236 | 306 | 4328 | \$846,420 | \$0 | \$0 | \$846,420 |
| 75% Design | 8 | 80 | 72 | 66 | 316 | 404 | 248 | 0 | 0 | 696 | 88 | 1978 | \$381,530 | \$0 | \$0 | \$381,530 |
| 75% Specifications | 3 | 12 | 36 | 0 | 48 | 48 | 60 | 0 | 0 | 0 | 60 | 267 | \$54,510 | \$0 | \$0 | \$54,510 |
| 100% Design | 8 | 86 | 38 | 4 | 224 | 118 | 184 | 0 | 0 | 436 | 56 | 1154 | \$223,080 | \$0 | \$0 | \$223,080 |
| 100% Specifications | 3 | 12 | 18 | 0 | 24 | 36 | 48 | 0 | 0 | 0 | 36 | 177 | \$35,850 | \$0 | \$0 | \$35,850 |
| Bid Ready Documents | 8 | 8 | 22 | 0 | 56 | 96 | 16 | 0 | 0 | 48 | 24 | 278 | \$57,920 | \$0 | \$0 | \$57,920 |
| Permitting Services (FDEP) | 2 | 2 | 12 | 0 | 0 | 8 | 32 | 0 | 0 | 8 | 8 | 72 | \$14,060 | \$0 | \$0 | \$14,060 |
| Permitting Services (ERP - McKay) | 2 | 4 | 12 | 0 | 8 | 60 | 40 | 0 | 0 | 24 | 15 | 165 | \$32,115 | \$0 | \$0 | \$32,115 |
| Permitting Services (ERP - Seminole Park) | 2 | 4 | 12 | 0 | 12 | 60 | 40 | 0 | 0 | 24 | 15 | 169 | \$33,175 | \$0 | \$0 | \$33,175 |
| Bidding Services (McKay) | 0 | 0 | 8 | 0 | 0 | 8 | 16 | 0 | 0 | 0 | 2 | 34 | \$7,090 | \$0 | \$0 | \$7,090 |
| Bidding Services (Lake Seminole) | 0 | 0 | 8 | 0 | 0 | 8 | 16 | 0 | 0 | 0 | 2 | 34 | \$7,090 | \$0 | \$0 | \$7,090 |
| TASK 5 TOTAL | 42 | 240 | 330 | 70 | 804 | 1126 | 896 | 0 | 0 | 1508 | 347 | 5363 | \$1,051,065 | \$119,572 | \$119,572 | \$1,170,637 |
| Task 6 Surface Facility Design Construction Services | | | | | | | | | | | | | | | | |
| 6.1 Construction Meeting | 24 | 0 | 192 | 0 | 0 | 288 | 0 | 0 | 0 | 0 | 60 | 564 | \$127,500 | \$0 | \$0 | \$127,500 |
| 6.2 Part-time RPR | 24 | 0 | 40 | 0 | 0 | 104 | 0 | 624 | 624 | 0 | 120 | 1536 | \$252,280 | \$0 | \$0 | \$252,280 |
| 6.3 Material Testing Review | 2 | 0 | 4 | 0 | 16 | 24 | 16 | 0 | 0 | 0 | 10 | 72 | \$14,990 | \$0 | \$0 | \$14,990 |
| 6.4 RFIs and CO's | 8 | 0 | 8 | 0 | 16 | 24 | 40 | 0 | 0 | 0 | 80 | 176 | \$29,640 | \$0 | \$0 | \$29,640 |
| 6.5 Submittal Review | 8 | 0 | 24 | 0 | 40 | 80 | 40 | 0 | 0 | 0 | 4 | 196 | \$44,260 | \$0 | \$0 | \$44,260 |
| 6.6 Substantial Completion | 0 | 0 | 12 | 0 | 16 | 16 | 0 | 16 | 16 | 0 | 8 | 84 | \$16,920 | \$0 | \$0 | \$16,920 |
| 6.7 Final Completion | 0 | 0 | 8 | 0 | 8 | 8 | 4 | 16 | 16 | 0 | 4 | 64 | \$12,320 | \$0 | \$0 | \$12,320 |
| 6.7 Record Drawings | 2 | 0 | 4 | 0 | 4 | 8 | 4 | 4 | 0 | 24 | 4 | 54 | \$9,720 | \$0 | \$0 | \$9,720 |
| TASK 6 TOTAL | 68 | 0 | 292 | 0 | 100 | 552 | 104 | 660 | 656 | 24 | 290 | 2746 | \$507,630 | \$0 | \$0 | \$507,630 |
| Task 7 SB64 Ongoing Regulatory Compliance | | | | | | | | | | | | | | | | |
| 7.1 Continued Coordination with FDEP | 4 | 2 | 24 | 0 | 80 | 0 | 0 | 0 | 0 | 0 | 10 | 120 | \$30,690 | \$0 | \$0 | \$30,690 |
| 7.2 Continued Coordination with Bayou Golf Club | 4 | 2 | 8 | 0 | 16 | 24 | 0 | 0 | 0 | 0 | 10 | 64 | \$14,290 | \$0 | \$0 | \$14,290 |
| 7.3 Continued Coordination with ESA for Flow Estimates | 4 | 2 | 8 | 0 | 16 | 24 | 0 | 0 | 0 | 0 | 10 | 64 | \$14,290 | \$0 | \$0 | \$14,290 |
| 7.4 Continued Coordination with ESA for Sampling Plan | 4 | 2 | 8 | 0 | 24 | 8 | 0 | 0 | 0 | 0 | 10 | 56 | \$13,050 | \$0 | \$0 | \$13,050 |
| 7.5 Evaluation, SCBAWRF Surface Water Discharge | 4 | 4 | 8 | 0 | 36 | 40 | 0 | 0 | 0 | 0 | 24 | 116 | \$24,980 | \$0 | \$0 | \$24,980 |
| TASK 7 TOTAL | 20 | 12 | 56 | 0 | 172 | 96 | 0 | 0 | 0 | 0 | 64 | 420 | \$97,300 | \$0 | \$0 | \$97,300 |
| Task 8 Operational Testing Assistance and Operation Permitting | | | | | | | | | | | | | | | | |
| 8.1 Assistance Operational Testing | 0 | 0 | 24 | 0 | 0 | 40 | 0 | 0 | 0 | 0 | 12 | 76 | \$16,380 | \$0 | \$0 | \$16,380 |
| 8.2 FDEP authorization | 0 | 0 | 8 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 3 | 19 | \$4,235 | \$0 | \$0 | \$4,235 |
| 8.3 S&S Survey | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 19 | \$4,795 | \$0 | \$0 | \$4,795 |
| 8.4 Dft O&M | 0 | 4 | 12 | 0 | 24 | 16 | 0 | 0 | 0 | 0 | 6 | 62 | \$14,830 | \$0 | \$0 | \$14,830 |
| 8.5 Record Dwg | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 16 | \$3,080 | \$0 | \$0 | \$3,080 |
| 8.6 FDEP Site Inspection | 0 | 0 | 16 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 4 | 36 | \$8,260 | \$0 | \$0 | \$8,260 |
| 8.7 System Start-up | 0 | 0 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 44 | \$11,620 | \$0 | \$0 | \$11,620 |
| 8.8 Operational Testing Support | 0 | 0 | 56 | 0 | 0 | 56 | 0 | 0 | 0 | 0 | 20 | 132 | \$29,540 | \$0 | \$0 | \$29,540 |
| 8.9 FDEP Class I permit application | 0 | 0 | 8 | 0 | 0 | 24 | 8 | 0 | 0 | 0 | 8 | 48 | \$9,600 | \$0 | \$0 | \$9,600 |
| 8.10 Final O&M | 0 | 8 | 8 | 0 | 8 | 16 | 24 | 0 | 0 | 0 | 12 | 76 | \$15,660 | \$0 | \$0 | \$15,660 |
| TASK 8 TOTAL | 0 | 12 | 196 | 0 | 32 | 176 | 32 | 0 | 0 | 0 | 80 | 528 | \$118,000 | \$0 | \$0 | \$118,000 |
| SUBTOTAL | 186 | 291 | 887 | 346 | 1310 | 2230 | 1040 | 660 | 656 | 1532 | 903 | 9915 | \$1,963,355 | \$119,572 | \$119,572 | \$2,082,927 |
| | 2% | 3% | 9% | 3% | 13% | 22% | 10% | 7% | 7% | 15% | 9% | | | | | |
| PROJECT TOTAL | | | | | | | | | | | | | | | | \$2,082,927 |

Attachment C Budget for Performance of Services - HydroGeo Consulting, LLC

Pinellas County Senate Bill 64 Compliance Injection Wells

Date: 08/19/2025

| Labor Category | HGC Rates | | | HGC Fee By Task | Total Estimated Cost |
|---|---------------------|-----------------|--------------------|------------------|----------------------|
| | Principal in Charge | Staff Scientist | HGC Hours Per Task | | |
| Contract Hourly Rates | \$250.00 | \$110.00 | | | |
| TASK 1 Project Management | | | | | |
| Project Setup | | | 0 | \$0 | \$0 |
| Project Kickoff Meeting | 2 | | 2 | \$500 | \$500 |
| Monthly Invoicing and Status Updates | | | 0 | \$0 | \$0 |
| Project Coordination and monthly meetings | 30 | | 30 | \$7,500 | \$7,500 |
| | | | | | \$0 |
| Task 1 total | 32 | 0 | 32 | \$8,000 | \$8,000 |
| TASK 2 - Injection Well Permitting and Design | | | | | |
| FDEP UIC Well Permitting | | | | | |
| - Prepare Permit Applications (2) | | | 0 | \$0 | \$0 |
| - QA/QC and Peer Review | 20 | | 20 | \$5,000 | \$5,000 |
| - Respond to RAI from FDEP | | | 0 | \$0 | \$0 |
| - Draft Permit Negotiations | | | 0 | \$0 | \$0 |
| - Assist with Public Meeting (if required) | | | 0 | \$0 | \$0 |
| <i>Subtotal</i> | 20 | 0 | 20 | \$5,000 | \$5,000 |
| Well Design and Specifications | | | | | |
| - Prepare Bid Schedule | | | 0 | \$0 | \$0 |
| - Prepare Opinion of Probably Cost | | | 0 | \$0 | \$0 |
| - Prepare Technical Specifications | | | 0 | \$0 | \$0 |
| - QA/QC and Peer Review | 10 | | 10 | \$2,500 | \$2,500 |
| <i>Subtotal</i> | 10 | 0 | 10 | \$2,500 | \$2,500 |
| Well Bidding Assitance | | | | | |
| - Assist County with Bid Documents | | | 0 | \$0 | \$0 |
| - Prebid conference and Site Visit | 4 | | 4 | \$1,000 | \$1,000 |
| - Prepare Responses to Bidders | 4 | | 4 | \$1,000 | \$1,000 |
| - Evaluate Bids, ROA | | | 0 | \$0 | \$0 |
| <i>Subtotal</i> | 8 | 0 | 8 | \$2,000 | \$2,000 |
| TASK 2 TOTAL | 38 | 0 | 38 | \$9,500 | \$9,500 |
| TASK 3 - Well Construction Services | | | | | |
| - Project Meetings | 28 | | 28 | \$7,000 | \$7,000 |
| - Full Time Resident Observation | | 1591 | 1591 | \$175,000 | \$175,000 |
| - Submittal Review | | | 0 | \$0 | \$0 |
| -FDEP UIC Communication and Reporting | | | 0 | \$0 | \$0 |
| - Senior PG oversight | 26 | | 26 | \$6,500 | \$6,500 |
| - Weekly UIC reports | | | 0 | \$0 | \$0 |
| - Casing Seat Requests | | | 0 | \$0 | \$0 |
| - Contractor RFI and COs | | | 0 | \$0 | \$0 |
| - Review Monthly Pay Requests | | | 0 | \$0 | \$0 |
| -Well Completion Reports (2) | 20 | | 20 | \$5,000 | \$5,000 |
| TASK 3 TOTAL | 74 | 1591 | 1665 | \$193,500 | \$193,500 |
| TASK 4 - Hydraulic Modeling | | | | | \$0 |
| TASK 5 - Surface Facility Design and Permitting Services | | | | | \$0 |
| TASK 6 - Surface Facility Design Construction Services | | | | | \$0 |
| Task 7 - SB64 Ongoing Regulatory Compliance | | | | | \$0 |
| TASK 8 - Operational Testing | | | | | |
| - Injection test | 4 | | 4 | \$1,000 | \$1,000 |
| - Operational Testing Request | 4 | | 4 | \$1,000 | \$1,000 |
| - O&M Manual | 8 | | 8 | \$2,000 | \$2,000 |
| - Surveys (2) | | | 0 | \$0 | \$0 |
| - Operational Testing Phase Assistance | | | 0 | \$0 | \$0 |
| - FDEP Operation Permit Applications (2) | 20 | | 20 | \$5,000 | \$5,000 |
| Task 8 Total | 36 | 0 | 36 | \$9,000 | \$9,000 |
| Total | | | | \$220,000 | \$220,000 |

EXHIBIT B - HOURLY RATES SHEET

 ASRUS, LLC
SCHEDULE OF RATE VALUES**Prime Consultant: ASRus, LLC****Pinellas County Utilities****25-0551-RFQ-CCNAC****Senate Bill 64 Compliance Injection Wells**

| Labor Categories | Billing Rate (\$/hour) |
|---|-------------------------------|
| Administrative | \$80 |
| Sr. Administrative | \$110 |
| Graphics Designer | \$100 |
| GIS Analyst | \$140 |
| Principal in Charge (P.G. or P.E.; CEO, President, or VP) | \$250 |
| Professional Geologist (P.G.) | \$160 |
| Professional Engineer (P.E.) | \$190 |
| Project Manager | \$220 |
| Senior Professional Engineer (P.E. , 20 years experience) | \$230 |
| Senior Professional Geologist (P.G., 20 years experience) | \$220 |
| Staff Scientist (Degreed, non-P.G.) | \$120 |

Expenses

Labor rates shown above include incidental expenses expected to be incurred on this project.



**Hazen and Sawyer’s Schedule of Rate Values
Pinellas County Utilities
Senate Bill 64 Compliance Injection Wells**

| Classification | Hourly Rate |
|--------------------------|-------------|
| Vice President | \$320.00 |
| Associate Vice President | \$290.00 |
| Senior Project Manager | \$280.00 |
| Project Manager | \$235.00 |
| Senior Engineer | \$265.00 |
| Project Engineer | \$210.00 |
| Engineer | \$185.00 |
| Engineer Intern | \$130.00 |
| Senior Scientist | \$240.00 |
| Project Scientist | \$165.00 |
| Scientist | \$135.00 |
| Senior GIS Analyst | \$185.00 |
| GIS Analyst | \$140.00 |
| Construction Manager | \$190.00 |
| Inspector | \$130.00 |
| Senior Designer | \$190.00 |
| Designer | \$140.00 |
| Technician | \$110.00 |
| Senior Clerical | \$120.00 |
| Clerical | \$105.00 |



HydroGeo Consulting, LLC
SCHEDULE OF RATE VALUES
Prime Consultant: ASRus, LLC

Pinellas County Utilities

Senate Bill 64 Compliance Injection Wells
Contract No. 25-0551-RFQ-CCNAC

| Billing Classification and Rate | |
|--|-----------------------------------|
| Office Function/Management/Professional Supervision | Billing Rate (\$/hour) |
| Clerical | \$60 |
| Construction Manager (Bachelor's Degree, non-P.G. or non-P.E.) | \$100 |
| Construction Manager (Non-degreed) | \$80 |
| Graphics Designer | \$80 |
| Principal Geologist (P.G., President) | \$250 |
| Professional Geologist (P.G.) | \$150 |
| Senior Clerical and Graphics | \$80 |
| Senior Construction Manager (P.G. or P.E.) | \$150 |
| Senior Professional Geologist (P.G., 20+ years experience) | \$200 |
| Staff Scientist (Degreed, non-P.G.) | \$110 |

Expenses

Labor rates shown above include incidental expenses expected to be incurred on this project.

May 30, 2025

ASRus, LLC via
Attn: Mark McNeal
13329 N. Armenia Ave.
Tampa, FL 33613
email: mmcneal@asrus.net

Schedule of Rates

Project No: Contract No. 25-0551-RFQ-CCNAC
Project Title: Senate Bill 64 Compliance Injection Wells
Consultant: **ASRus**
Subconsultant Name: AREHNA Engineering, Inc.

The following rates are AREHNA's proposed staff rates for the above referenced contract. We understand that the rates shall be held firm for the initial contract term and no rate increases shall be granted during this time.

| STAFF CLASSIFICATION | BILLING RATE (\$/HR) |
|-------------------------------|-------------------------|
| Principal Engineer | \$255.00 |
| Chief Engineer | \$245.00 |
| Senior Engineer | \$235.00 |
| Engineer | \$150.00 |
| Engineer Intern | \$120.00 |
| Senior Designer | \$120.00 |
| Senior Engineering Technician | \$110.00 |
| Engineering Technician | \$80.00 |
| Clerical | \$90.00 |

We look forward to working with you on the contract. If you have any questions or require further information, please contact our office at 813-944-3464.

Sincerely,



Jessica McRory, PE
President

Standard Items and Item Descriptions for Geotechnical and Materials firms

| Item # | Item Description | Unit | Unit Price |
|--------|--|------|-------------|
| 100 | Aggregate Acid Insol Retained 200 Sieve FM 5-510 | Test | \$ 124.24 |
| 101 | Aggregate Carbonates & Organic Matter FM 5-514 | Test | \$ 178.19 |
| 102 | Aggregate Org. Impurities S& for Concrete AASHTO T21 | Test | \$ 73.74 |
| 103 | Aggregate Shell Content of Coarse Aggregate FM 5-555 | Test | \$ 260.51 |
| 104 | Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27 | Test | \$ 105.07 |
| 105 | Aggregate Soundness AASHTO T104 | Test | \$ 375.00 |
| 106 | Aggregate Specific Gravity/Absorption Coarse AASHTO T85 | Test | \$ 118.68 |
| 107 | Aggregate Total Moisture Content by Drying AASHTO T255 | Test | \$ 59.76 |
| 108 | Aggregate Unit Mass & Voids AASHTO T19 | Test | \$ 87.08 |
| 109 | Aggregate Specific Gravity/Absorption Fine AASHTO T84 | Test | \$ 173.25 |
| 200 | Asphalt Bulk Specific Gravity FM 1-T166 | Test | \$ 75.16 |
| 201 | Asphalt Content FM 5-563 | Test | \$ 163.38 |
| 203 | Asphalt Gradation & Content FM 1-T030 & FM 5-563 | Test | \$ 246.86 |
| 204 | Asphalt Gradation FM 1-T030 | Test | \$ 102.90 |
| 206 | Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535 | Test | \$ 437.22 |
| 207 | Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096 | Test | \$ 404.00 |
| 208 | Asphalt Max Specific Gravity FM 1-T209 | Test | \$ 205.22 |
| 209 | Asphalt Pavement Coring - 4in dia with Base Depth Check | Each | \$ 280.00 |
| 210 | Asphalt Pvmnt. Coring - 4in dia without Base Depth Check | Each | \$ 230.00 |
| 211 | Asphalt Pavement Coring - 6in dia with Base Depth Check | Each | \$ 285.00 |
| 212 | Asphalt Pvmnt Coring - 6in dia without Base Depth Check | Each | \$ 235.00 |
| 300 | Concrete Beam Flexural Testing ASTM C78 | Test | \$ 74.82 |
| 301 | Concrete Compressive Strength of Grout/Mortar ASTM C109 | Test | \$ 40.00 |
| 302 | Concrete Cylinder Curing, Capping & Breaking ASTM C39 | Test | \$ 42.16 |
| 303 | Concrete Drilled Cores & Sawed Beams ASTM C42 | Test | \$ 75.00 |
| 305 | Concrete Pavement Coring - 4in Dia | Each | \$ 230.82 |
| 306 | Concrete Pavement Coring - 6in Dia | Each | \$ 292.57 |
| 401 | Geo Auger Borings-H& & Truck/Mud Bug | LF | \$ 13.32 |
| 404 | Geo Backhoe (Rental without labor) | Task | \$ 900.00 |
| 406 | Geo Barge (Rental without labor) | Task | \$ 6,180.00 |
| 407 | Geo Chainsaw (Owned) | Day | \$ 150.00 |
| 408 | Geo Concrete Pad & Cover for Monitoring Wells | Each | \$ 402.58 |
| 415 | Geo Double Ring Infiltration ASTM D3385 | Each | \$ 616.10 |
| 417 | Geo Dozer (Rental without labor) | Task | \$ 1,113.46 |
| 418 | Geo Drill Crew Support Vehicle | Day | \$ 254.55 |
| 427 | Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft | Each | \$ 91.16 |
| 428 | Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft | Each | \$ 93.76 |
| 429 | Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft | Each | \$ 107.20 |
| 430 | Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft | Each | \$ 118.17 |
| 431 | Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft | Each | \$ 150.76 |
| 432 | Geo Field Perm 0-10 Ft Open-End Borehole Method | Each | \$ 426.00 |

| Item # | Item Description | Unit | Unit Price |
|--------|--|------|------------|
| 433 | Geo Field Perm 10-25Ft Open-End Borehole Method | Each | \$ 565.00 |
| 440 | Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft | LF | \$ 7.44 |
| 441 | Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft | LF | \$ 8.93 |
| 442 | Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft | LF | \$ 12.92 |
| 443 | Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft | LF | \$ 17.91 |
| 444 | Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft | LF | \$ 18.37 |
| 445 | Geo Grouted Monitor Well 2in 0-50 Ft | LF | \$ 47.65 |
| 446 | Geo H& Auger with DCP (0-50 ft) ASTM D1452 | LF | \$ 29.89 |
| 447 | Geo H& Auger with SCP (0-50 ft) ASTM D1453 | LF | \$ 26.65 |
| 450 | Geo Piezometer 2in 0-50 Ft | LF | \$ 60.14 |
| 462 | Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over | LF | \$ 79.50 |
| 463 | GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID | LF | \$ 52.99 |
| 464 | Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over | LF | \$ 87.00 |
| 465 | GeoRocCoring Truck/MudBug 50-100 Ft less than 4in ID | LF | \$ 69.94 |
| 466 | GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over | LF | \$ 100.75 |
| 467 | GeoRocCoring Truck/MudBug 100-150 Ft less than 4in ID | LF | \$ 81.50 |
| 468 | GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over | LF | \$ 112.75 |
| 469 | GeoRocCoring Truck/MudBug 150-200 Ft less than 4in ID | LF | \$ 102.17 |
| 470 | GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over | LF | \$ 143.75 |
| 471 | GeoRocCoring Truck/MudBug 200-250 Ft less than 4in ID | LF | \$ 105.00 |
| 472 | Geo Saximeter Testing | Hour | \$ 195.00 |
| 478 | Geo SPT Truck/Mud Bug 0-50 Ft | LF | \$ 17.76 |
| 479 | Geo SPT Truck/Mud Bug 50-100 Ft | LF | \$ 20.90 |
| 480 | Geo SPT Truck/Mud Bug 100-150 Ft | LF | \$ 33.98 |
| 481 | Geo SPT Truck/Mud Bug 150-200 Ft | LF | \$ 45.47 |
| 482 | Geo SPT Truck/Mud Bug 200-250 Ft | LF | \$ 59.72 |
| 488 | Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft | LF | \$ 12.50 |
| 489 | Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft | LF | \$ 15.55 |
| 490 | Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft | LF | \$ 20.20 |
| 491 | Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft | LF | \$ 25.00 |
| 492 | Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft | LF | \$ 26.13 |
| 498 | Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft | LF | \$ 13.59 |
| 499 | Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft | LF | \$ 16.70 |
| 500 | Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft | LF | \$ 20.64 |
| 501 | Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft | LF | \$ 21.54 |
| 502 | Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft | LF | \$ 25.25 |
| 508 | Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft | LF | \$ 19.10 |
| 509 | Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft | LF | \$ 21.98 |
| 510 | Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft | LF | \$ 26.68 |
| 511 | Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft | LF | \$ 29.70 |
| 514 | Geo Truck/Mud Bug Mobil (30 miles straightline distance) | Each | \$ 700.00 |
| 519 | Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft | Each | \$ 205.79 |
| 520 | Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft | Each | \$ 247.00 |
| 521 | Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft | Each | \$ 315.00 |
| 522 | Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft | Each | \$ 347.00 |

| Item # | Item Description | Unit | Unit Price |
|--------|--|------|------------|
| 525 | Geo Well Development | Hour | \$ 247.74 |
| 531 | Geo Truck/Mudbug Drill Rig and Crew (2-person) | Hour | \$ 284.75 |
| 532 | Geo Truck/Mudbug Drill Rig and Crew (3-person) | Hour | \$ 361.59 |
| 539 | Geo Wash Boring, 0-50 Ft | LF | \$ 14.25 |
| 540 | Geo Wash Boring, 50-100 Ft | LF | \$ 15.49 |
| 541 | Geo Wash Boring, 100-150 Ft | LF | \$ 25.33 |
| 542 | Geo Wash Boring, 150-200 Ft | LF | \$ 28.63 |
| 543 | Geo Wash Boring, 200-250 Ft | LF | \$ 33.09 |
| 602 | Mobilization - Vibration Monitoring Equipment | Each | \$ 380.00 |
| 603 | Mobilization Asphalt Coring Equipment | Each | \$ 460.00 |
| 606 | Mobilization Concrete Coring | Each | \$ 460.00 |
| 612 | Mobilization Drill Rig Truck Mount | Each | \$ 750.00 |
| 700 | MOT Arrow Board | Each | \$ 125.00 |
| 701 | MOT Attenuator Truck | Hour | \$ 255.82 |
| 702 | MOT Channelizing Devices - Type I, II, VP, Drum (each) | Each | \$ 7.71 |
| 703 | MOT Light Tower | Each | \$ 242.56 |
| 704 | MOT Portable Changeable Message Sign (PCMS) | Each | \$ 225.00 |
| 705 | MOT Portable Lighting | Each | \$ 151.68 |
| 706 | MOT Portable Sign | Each | \$ 53.57 |
| 707 | MOT Post Mounted Sign | Each | \$ 35.00 |
| 708 | MOT Provide Channelizing Devices - Cone | Each | \$ 7.18 |
| 710 | MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator | Hour | \$ 275.00 |
| 711 | MOT Shadow Vhcle w/ Advanced Warning Arrow Board (AWA) | Hour | \$ 152.25 |
| 712 | MOT Support Vehicle | Hour | \$ 149.83 |
| 800 | Soils Chloride Soil or Water FM 5-552 | Test | \$ 103.63 |
| 801 | Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads) | Each | \$ 129.15 |
| 802 | Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads) | Each | \$ 803.06 |
| 803 | Soils Consolidation - Constant Strain ASTM D4186 | Test | \$ 624.28 |
| 804 | Soils Consol-Extend Load Incrmnts AASHTO T216 | Day | \$ 197.27 |
| 805 | Soils Corrosion Series FM 5-550 through 5-553 | Test | \$ 293.87 |
| 806 | Soils Direct Shear Consolid Drained/ Point FM 3-D3080 | Test | \$ 449.00 |
| 808 | Soils Flexible Wall Permeability ASTM D5084 | Test | \$ 614.50 |
| 809 | Soils Hydrometer Only AASHTO T88 | Test | \$ 197.90 |
| 810 | Soils Limerock Bearing Ratio (LBR) FM 5-515 | Test | \$ 462.00 |
| 811 | Soils Liquid Limit AASHTO T89 | Test | \$ 69.03 |
| 812 | Soils Materials Finer than 200 Sieve FM 1-T011 | Test | \$ 55.29 |
| 817 | Soils Moisture Content Laboratory AASHTO T265 | Test | \$ 25.00 |
| 818 | Soils Moisture Content Microwave AASHTO D4643 | Test | \$ 23.01 |
| 819 | Soils Organic Content Ignition FM 1 T-267 | Test | \$ 55.00 |
| 821 | Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer) | Test | \$ 216.65 |
| 822 | Soils Particle Size Anlys AASHTO T88 (No Hydrometer) | Test | \$ 84.97 |
| 823 | Soils Permeability Constant Head AASHTO T215 | Test | \$ 420.99 |
| 824 | Soils Permeability Falling Head FM 5-513 | Test | \$ 394.83 |
| 825 | Soils pH Soil or Water FM 5-550 | Test | \$ 54.20 |
| 826 | Soils Plastic Limit & Plasticity Index AASHTO T90 | Test | \$ 80.91 |

| Item # | Item Description | Unit | Unit Price |
|--------|--|------|------------|
| 827 | Soils Proctor Modified FM 1-T180 | Test | \$ 165.05 |
| 828 | Soils Proctor Standard AASHTO T99 | Test | \$ 165.00 |
| 829 | Soils Resistivity Soil or Water FM 5-551 | Test | \$ 70.00 |
| 830 | Soils Shrinkage Factor AASHTO T92 | Test | \$ 126.39 |
| 831 | Soils Specific Gravity AASHTO T100 | Test | \$ 93.70 |
| 832 | Soils Split Tensile Strgth of Rock Cores ASTM D3967 | Test | \$ 175.63 |
| 833 | Soils Sulfate Soil or Water FM 5-553 | Test | \$ 78.03 |
| 834 | Soils Swell Potential ASTM D4546 | Test | \$ 183.75 |
| 835 | Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181 | Test | \$ 753.15 |
| 836 | Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767 | Test | \$ 651.20 |
| 837 | Soil Tri Unconsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850 | Test | \$ 519.68 |
| 838 | Soils Unconfined Compression - Rock ASTM D7012, Method C | Test | \$ 206.35 |
| 839 | Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166 | Test | \$ 252.50 |

The pricing listed is our standard fee schedule and is the pricing used for all projects.


 Jessica McRory, PE
 President
 AREHNA Engineering, Inc.



Pritchett Steinbeck Group Inc.
 9428 Roberts Road
 Odessa, FL 33556

Subject: Senate Bill 64 Compliance Injection Wells

Pamela Ulrich:

I certify the following payroll rate is accurate and current as of May 31, 2025 for the employees we propose to utilize as a subconsultant to ASRus, LLC. The Pritchett Steinbeck Group Inc. (PSG) utilizes, and overhead rate prepared by a Certified Public Accountant (CPA). The rate is 165.81% and 5% for expenses. If you have any questions or need additional information, please do not hesitate to contact me. As a side note, PSG is rebranding as Artemis Consulting Collective Inc. When the legal name change is in effect, the county will be notified.

| Classification | Burdened Rate |
|---------------------------------|---------------|
| Chief Scientist | \$185.48 |
| Senior Environmental Specialist | \$148.31 |
| Scientist | \$86.24 |
| Clerical | \$88.85 |

Sincerely,

A handwritten signature in blue ink that reads "Cynthia Grizzle".

Cynthia Grizzle PWS, CFM
 President
 Pritchett Steinbeck Group Inc.



Schedule of Rate Values

25-0551-RFQ-CNNA

Senate Bill 64 Compliance Injection Wells

Pinellas County

| | |
|--------------------------------|------------|
| Senior Surveyor | \$245.00 |
| SUE Project Manager | \$166.00 |
| Survey/SUE Analyst 1 | \$92.00 |
| Survey/SUE Analyst 3 | \$145.00 |
| Surveyor | \$155.00 |
| 3-Person Survey Crew (Per Day) | \$1,988.00 |
| 4-Person Survey Crew (Per Day) | \$2,456.00 |
| SUE Designating Crew (Per Day) | \$2,126.00 |
| SUE Locating Crew (Per Day) | \$2,486.00 |

EXHIBIT C – INSURANCE REQUIREMENTS

1. INSURANCE

The Consultant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Consultant shall obtain and maintain, and require any sub-Consultants 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, Consultant 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 Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant 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 Consultant for award, the selected Consultant 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 Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida 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.**

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.

- B. 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 Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.

- 1) The Consultant shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
- 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

- C. If subcontracting is allowed under this RFP, the Primary Consultant 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 sub-consultants 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 Consultant and its subcontractor 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 Consultant to the same extent the Consultant 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 Consultant 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;

EXHIBIT C – INSURANCE REQUIREMENTS

- 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;
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant 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.

D. 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 Consultant.
- 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. No explosion, collapse, or underground damage exclusions allowed.

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.

EXHIBIT C – INSURANCE REQUIREMENTS

Limits

| | |
|--------------------------|-------------|
| Each Occurrence or Claim | \$2,000,000 |
| General Aggregate | \$2,000,000 |

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.