



134-0251-NC (SS) Second Amendment

This Amendment made and entered into this _____ day of _____, 2016, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and Motorola Solutions, Inc., hereinafter referred to as "Contractor,"

WITNESSETH

WHEREAS, the County and the Contractor entered into an agreement on February 24, 2015 pursuant to Pinellas County Request for Proposal No. 134-0251-NC (hereinafter "Agreement") pursuant to which the Contractor agreed to provide professional engineering services for a design/build multi-site radio tower replacement; and

WHEREAS, Section 15.7 of the Agreement provides for amendment or modification by written instrument signed by authorized representatives of both parties; and

WHEREAS, the County and the Contractor now wish to extend the professional engineering services to include the design/build and relocation of the Saint Petersburg Radio Site; and the relocation of the Dynamic System Resiliency and MidZone Geo-redundant Prime from the Ridgecrest Radio Site to the new Saint Petersburg (South) Radio Site.

1. This Second Amendment is an integral part of the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail.
2. This Second Amendment includes and is limited to the Equipment, Services, and Warranty to Relocate the Pinellas County Saint Petersburg Radio Site and to Relocate the 7.14 Dynamic Resilient Master Site and MidZone Prime Site from the Pinellas County Ridgecrest Radio Site to the Relocated Saint Petersburg (South) Radio Site, utilizing the new Communications Shelter and Tower.
3. The Contract Price will be adjusted as follows:

Original Contract Price	\$3,500,000.00
Previous First Amendment Amount	\$0.00
This Second Amendment	\$4,404,082.00
Adjusted Contract Price	\$7,904,082.00

4. The Contract Completion Date will be adjusted as follows:

Work Start Date	February 24, 2015
Scheduled Completion Date	December 31, 2019



5. For purposes of the work to be performed pursuant to this Amendment, the following Exhibits shall apply.

Exhibit A System Description, Scope of Work, Statement of Work, Warranty and System Pricing

Exhibit B Payment Terms

Exhibit C Phase II Insurance Requirements

6. Customer shall make payment to Contractor, per Exhibit B, within forty-five (45) days of receipt of Contractor's invoice.

7. Added Indemnification language:

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

8. Added Public Entity Crimes language:

CONTRACTOR is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONTRACTOR agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONTRACTOR represents and certifies that CONTRACTOR is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONTRACTOR agrees that any contract awarded to CONTRACTOR will be subject to termination by the County if CONTRACTOR fails to comply or to maintain such compliance.

9. Added Public Records language:

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

10. Replacing all prior insurance requirements with the attached Exhibit C.



Except as specifically stated in this Second Amendment, the Agreement in all other respects is ratified, confirmed and continues in full force and effect.

~~In Witness Whereof, the parties have executed this Change Order as of the Effective Date set forth below.~~

MOTOROLA SOLUTIONS, INC.

PINELLAS COUNTY:

By: [Signature]
(Signature)

By: _____
(Signature)

Name: Randy Johnson
(Print - Block Letters)

Name: _____
(Print - Block Letters)

Title: Territory Vice President

Title: _____

Date: 10-31-16

Date: _____

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

PROFESSIONAL ENGINEERING SERVICES - DESIGN/BUILD MULTI-SITE RADIO TOWER REPLACEMENT

**CONTRACT NUMBER: 134-0251-NC
SECOND AMENDMENT**

EXHIBIT A



TABLE OF CONTENTS

SECOND Amendment Exhibit A	1
1.1 System Description.....	1
1.1.1 Purpose and Scope	1
1.1.1.1 Tower Relocation	1
1.1.1.2 New Communications Shelter	2
1.1.1.3 Ridgecrest Dynamic System Redundancy (DSR) Master & Mid Zone Geographically Redundant Prime Site Relocation to the new SP Radio Site	4
1.2 Statement of Work.....	5
1.2.1 Overview	5
1.2.2 Contract.....	5
1.2.2.1 Contract Award (Milestone).....	5
1.2.2.2 Contract Administration	5
1.2.2.3 Project Kickoff.....	6
1.2.3 Contract Design Review	6
1.2.3.1 Review Contract Design.....	6
1.2.3.2 Design Approval (Milestone)	7
1.2.3.3 Ship Equipment to Field	7
1.2.4 Site Development	7
1.2.4.1 Site Development at SP Site	7
1.2.4.2 Site Development Complete	12
1.2.4.3 Site Development Acceptance (Milestone).....	13
1.2.5 Cutover to New Saint Petersburg Radio Site	13
1.2.5.1 Cutover of the MidZone, SouthZone and SP Dispatch Center.....	13
1.2.6 Finalize	14
1.2.6.1 Resolve Punch list.....	14
1.2.6.2 Final Acceptance (Milestone)	14
1.3 Warranty and Maintenance.....	14
1.3.1 Overview	14
1.3.2 Warranty Service Program Review	15

1.3.3 Local Dispatch Service 15

1.3.4 Technical Support..... 15

1.4 Pricing 16

SECOND AMENDMENT EXHIBIT A

1.1 SYSTEM DESCRIPTION

1.1.1 Purpose and Scope

This document provides a general overview of the scope of work for the relocation of the Pinellas County Radio Tower and Shelter located in Saint Petersburg (SP). This will include the building of a new secure radio site compound, installation of a new 300 foot communications tower, new 24' X 32', R56 compliant communications shelter; and the relocation of the Dynamic Resiliency Master Site and Geo Diverse Prime Site equipment from the Ridgecrest Radio Site to the new Saint Petersburg (South) Radio Site.

Both the new communications tower and the communications shelter have been designed to exceed the Florida Building Code (FBC) requirement for windloading. The current FBC wind loading requirement for Pinellas County is $V_{ult}=157$ mph, Risk Category IV. The communications tower and communications shelter have been designed for a FBC $V_{ult}=194$ mph, Risk Category IV.

This amendment includes all of the engineering, program management, construction management, installation, programming, testing and documentation services required to provide the following scope of work.

1.1.1.1 Tower Relocation

- New 300' $V_{ult}=194$ mph, Risk Category IV self-support tower:
 - Motorola to build a new 300' tower with 194 miles per hour (MPH) ultimate wind speed rating adjacent to the existing tower and shelter in the northwest corner of the existing parcel of land located at 150–14 Street North, St. Petersburg, Florida.
 - Motorola shall replace seventeen (17) antennas and seven (7) microwave dish antennas and lines.
 - Motorola shall replace six (6) Tower Top Amplifiers/Antennas (TTA) Systems (Two 800, Two 700, One Ultra High Frequency (UHF), and One Very High Frequency (VHF)).
 - Motorola shall remove and dispose of old antennas, microwave dishes, lines, and tower from the existing SP radio site located at 150-14 Street North, St. Peterburg, Florida.
 - Motorola will provide any Federal Communications Commission (FCC) frequency coordination needed for this project.
 - Motorola will provide any Florida Regional Interference Program (FRIP) coordination needed for this project.
 - Motorola will provide any Federal Aviation Administration (FAA) coordination needed for this project.

1.1.1.2 New Communications Shelter

- Motorola will provide a new 24' X 32' R56 Compliant $V_{ult} = 194$ mph, Risk Category IV communications building which will include two (2) new 50 KiloVoltAmps (KVA) Uninterruptible Power Supplies (UPS's):
 - Motorola will relocate the two (2) 150 Kilowatt (KW) diesel generators that are located at the current SP radio site located at located at 150-14 Street North, St. Petersburg, Florida to the new proposed SP radio site compound located at 150-14 Street North, St. Petersburg, Florida.
 - Motorola will supply and install two (2) new 500 gallon diesel fuel tanks to support the relocated 150 KW generators and one (1) electrical transfer switching system to transfer power from the generators to the new SP radio site when the main electrical power being supplied by the City of St. Petersburg from Duke Energy fails.
- Microwave (MW) Hops:
 - Motorola will supply and install a new 6 Gigahertz (GHz) MW hop from the new SP radio tower to the Majestic Towers radio site.
 - Motorola will supply and install a new 6GHz MW hop from the new SP radio tower to the Toytown Tower radio site.
 - Motorola will supply and install a new 11GHz MW hop from the new SP radio tower to the new SP Police Department building roof top for connectivity to the new SP Police Department dispatch center.
 - Motorola will supply and provide a new 6GHz MW hop from the new SP radio site tower to the Northside Hospital.
 - Motorola will provide and install a new 6GHz MW hop from the new SP radio tower to Bayfront Hospital
 - Motorola will relocate the existing 6GHz MW hop from the current SP radio site tower to the new SP radio tower and realign to the Majestic Towers radio site to support the Pinellas County Utility MW loop.
 - Motorola will relocate the existing 6GHZ MW hop from the current SP radio tower to the new SP radio tower and align to the Toytown Tower radio site to support the Pinellas County Utility MW loop.
 - Motorola will supply and install four (4) new extreme switches to support the Pinellas County MW loop.
 - Motorola will supply and install a new 48volt Direct Current (DC) Power System to support the MW equipment and any other equipment requiring 48volt DC.
 - Supply and install one new dehydrator system.
- 4.1 5-channel remote site:
 - Motorola will install five (5) existing used Quantar base stations.
 - Motorola will install two (2) existing used network routers.
 - Motorola will install two (2) existing used network switches.
 - Motorola will install one (1) existing used Motorola Trunking Controller - MTC3600 remote site controller.
 - Motorola will install two (2) existing used TenSr channel banks.
- 7.14 Project 25 Mid Zone 28-channel remote site:

- Motorola will install fourteen (14) existing used GTR8000 repeaters from the North Zone.
- Motorola will install two (2) existing used GGM8000 routers.
- Motorola will install two (2) existing used network switches.
- Motorola will supply and install fourteen (14) new GTR8000 repeaters.
- Motorola will supply and install four (4) new transmit antenna combiners.
- Motorola will supply and install two (2) new Global Positioning Signal (GPS) tracks.
- 7.14 Project 25 South Zone 15-channel remote site:
 - Motorola will relocate fifteen (15) used GTR8000 repeaters from existing SP communications shelter to the new SP communications shelter.
 - Motorola will supply and install two (2) new GGM8000 routers.
 - Motorola will supply and install two (2) new network switches.
- 7.14 Project 25 Public Safety Interoperability Channels (PSIC) 700MHz 3-channel remote site:
 - Motorola will relocate three (3) used GTR8000 repeaters from the existing SP communications shelter to the new SP communications shelter.
 - Motorola will relocate two (2) used GGM8000 routers from existing SP communications shelter to the new SP communications shelter.
 - Motorola will relocate two (2) used network switches from existing SP communications shelter to the new SP communications shelter.
 - Motorola will relocate one (1) used 700 Megahertz (MHz) transmit antenna combiner from existing SP communications shelter to the new SP communications shelter.
- 7.14 Project 25 3-channel 700MHz High Performance Data (HPD) site:
 - Motorola will install three (3) new GTR8000 HPD repeaters.
 - Motorola will install two (2) new GCP8000 site controllers with GPS antennas.
 - Motorola will install one (1) new 700 MHz transmit antenna combiner.
 - Motorola will install two (2) new GGM8000 routers.
 - Motorola will install two (2) new network switches.
- 2-channel Mutual Aid Simulcast System:
 - Motorola will relocate two (2) used Quantar base stations from the existing SP communications shelter to the new SP communications shelter.
- 1-channel Statewide Mutual Aid Receiver:
 - Motorola will relocate one Astro-Tac Receiver from the existing SP communications shelter to the new SP communications shelter.
- Customer to relocate All Children's Hospital T1 telephone line to the new SP Police Department building rooftop radio equipment room.
- Customer to relocate Pinellas Suncoast Transit Authority T1 telephone line to the new SP Police building rooftop radio equipment room.
- Motorola will assist the SP Radio Shop in moving any equipment installed in the existing SP radio site to the new SP radio site.

1.1.1.3 Ridgecrest Dynamic System Redundancy (DSR) Master & Mid Zone Geographically Redundant Prime Site Relocation to the new SP Radio Site

- Motorola will relocate the existing Ridgecrest (RC) M3 Master site equipment to the new SP radio site, which includes:
 - Motorola supplying and installing a new 6GHz MW hop from SP to Public Safety Campus (PSC) Tower.
 - Supply and install two (2) new server racks.
 - Installing two (2) new Keyboard, Video and Mouse (KVM) switches with monitors.
 - Installing a new master site (GPS) track.
 - Relocating two (2) Hewlet Packard (HP) DL380p Gen8 Servers.
 - Relocating one (1) Air Traffic Information Access (ATIA) Server.
 - Relocating one (1) Information Diagnostic Server (IDS) Server.
 - Relocating one (1) HP logger Server.
 - Relocating one (1) HP Presence Notifier Server.
 - Relocating one (1) Direct Attached Storage (DAS).
 - Relocating six (6) S6000 core routers.
 - Relocating six (6) relay panels.
 - Relocating two (2) S6000 Ext core routers.
 - Relocating two (2) S6000 Gateway Support Node (GGSN) routers.
 - Relocating two (2) HP-3800 Core Local Area Network (LAN) switches.
 - Relocating two (2) Juniper firewalls.
 - Relocating one (1) GGM8000 border router.
 - Relocating two (2) GGM8000 Peripheral Network gateway routers.
 - Relocating one (1) HP2620-24 Customer Enterprise Network (CEN) switch.
 - Relocating two (2) HP2620 De-militarized Zone (DMZ) switches.
 - Relocating one (1) printer.
 - Relocating the System Support Center (SSC) T1 telephone line and Juniper SRX210 firewall.
 - Relocating one (1) High Performance Data (HPD) Server.
 - Relocating one (1) Integrated Voice & Data (IV&D) Server.
 - Relocating one (1) HP out of band management 48 port Switch.
 - Relocating Motorola Supervisory Control and Data (MOSCAD).
 - Relocating five (5) SDM3000 MOSCAD Interfaces.
 - Relocating one (1) Network Management (NM) terminal.
 - Breaking away and reconfiguring Dispatch Site 2 from the Master Site located at RC.
 - Relocate two (2) APX7500 test base stations into the new SP radio site communications shelter.
 - Reconfiguring and cleaning up the server cabinet at RC.
 - Installing four (4) network site routers at the SP radio site.
 - Installing one (1) MCC7500 test console at the SP radio site.
- Relocate RC Geo Prime to the new SP radio site:

- Relocate sixteen (16) GGM8000 audio comparators.
- Relocate two (2) GGM8000 routers.
- Relocate one (1) HP2620-48 LAN switch.
- Relocate two (2) GCP8000 controllers.
- Relocate one (1) S6000 site access router.

1.2 STATEMENT OF WORK

1.2.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to Pinellas County in compliance with the RFP 134-0251-NC, Second Amendment. The tasks described herein will be performed by Motorola, its subcontractors, and the County to implement the solution described in the scope of work. The SOW describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and the County during the project implementation.

1.2.2 Contract

1.2.2.1 Contract Award (Milestone)

Pinellas County and Motorola shall execute the contract and both parties shall receive copies of the executed documentation.

1.2.2.2 Contract Administration

Motorola Responsibilities

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign personnel necessary for project implementation for which Motorola is responsible.
- Schedule the project kickoff meeting with the County.

County Responsibilities

- Assign a Project Manager, as the single point of contact responsible for County-signed approvals.
- Assign personnel necessary to ensure completion of project tasks for which the County is responsible.

Completion Criteria

- Schedule project kickoff meeting.

1.2.2.3 Project Kickoff

Motorola Responsibilities

- Conduct a project kickoff meeting during the Customer Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.

County Responsibilities

- The County's key project team participants attend the meeting.
- Review Motorola and County responsibilities.
- Review and approve proposed Final Acceptance Plan.

1.2.3 Contract Design Review

1.2.3.1 Review Contract Design

Motorola Responsibilities

- Meet with the County project team.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Plans, and update the contract documents accordingly.
- Submit design documents to the County for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, and install.
 - If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, and re-mobilization, will be paid for by the County and documented through the change order process.

County Responsibilities

- Attend project team meetings.
- Make timely decisions, according to the project schedule.

Completion Criteria

- Complete design documentation, which may include updated system description, equipment list, or system drawings applicable to the project. If additional documentation is received from other agencies, such as the FAA, FCC, or FRIP, Motorola will provide such documentation to the County.
- Incorporate any deviations from the proposed system into the contract documents accordingly.

- The system design is “frozen” in preparation for subsequent project phases such as Order Processing and Manufacturing. This means that any additional changes made to the system design that would result in modifying the equipment being ordered could result in a change order.
- If necessary, a change order will be executed in accordance with all material changes resulting from the design review to the contract.

1.2.3.2 Design Approval (Milestone)

- The County executes a Design Approval milestone document.

1.2.3.3 Ship Equipment to Field

Motorola Responsibilities

- Ship equipment to the final destination or a staging location approved by Pinellas County.
- Prepare equipment and ship to the field warehouse, recommended by and approved by the county’s project administrator during CDR.

1.2.4 Site Development

1.2.4.1 Site Development at SP Site

Site Scope Summary

- Motorola will provide engineering services for site drawings and regulatory approvals.
- Motorola is not providing site acquisition services. Site acquisition services are not included as the site is being provided by the City of St. Petersburg.
- Motorola is not providing zoning services. Zoning services are not included as the site is being provided by the City of St. Petersburg.
- Motorola will provide and install new fencing for compound/expansion size –Trapezoid, approximately 80’ X 40’ X 80’.
- Motorola will remove and dispose of existing asphalt covering the new proposed SP radio site, approximately 80’ X 40’ X 80’.
- Motorola will deliver and install the new tower at the SP radio site to be used for antennas; 300-foot self-supported tower.
- Motorola will install a new drilled pier caisson tower foundation to support the new 300-foot self-supported tower; this includes required construction staking, drilling to proper depth, rebar, concrete and anchor bolts.

Motorola Responsibilities

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.

- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site, to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform National Environmental Protection Agency (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary, to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals, if required by FEMA, have not been included. Perform Cultural Resource study, as needed, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction
- As applicable (based on local jurisdictional authority), install or upgrade the electrical system in order to comply with National Fire Protection Association (NFPA) 70, Article 708.
- Conduct up to 80-foot deep soil boring test at each tower leg, backfill holes with spoils and prepare geotechnical report of soil conditions at locations of the tower foundation.
- Motorola will apply for and support required FCC Filings for tower antenna site registration, frequencies and lighting.
- Motorola will coordinate all utility locate requirements prior to digging any holes for the tower or building foundations or grounding trenches.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete, and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity, and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor, to document whether the site was built in accordance with the “Site Plans”; document any deviations or violations.
- Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.
- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work. No additional fees will be incurred by the County for plan revisions not approved through the permitting process.
- Provide one-time mobilization costs for the construction crews.

- Perform medium clearing, grubbing, and disposal of vegetation and shrub growth in the site compound area, including a 20-foot path around the site (9000 square feet).
- Perform medium tree clearing (trees up to 6 inches in diameter), grubbing and disposal of vegetation and shrub growth in a 15-foot wide access road to the site (not to exceed 150 feet in length).
- Grade the site compound and 10-foot path around the site to provide a level, solid, undisturbed surface for installation of site components (not to exceed 5600 square feet).
- Provide earth fill to raise surface level in the site compound.
- Supply and install gravel surfacing to a depth of 6 inches, underlain with geotextile fabric within the fenced in site compound area, and a 3-foot path around the site (not to exceed 3696 square feet).
- Provide a 15-foot wide access road (not to exceed 150 feet in length), including surface grading and graveling.
- Provide silt fence around the compound to control soil erosion (not to exceed 220 linear feet).
- Supply and install 8-foot high chain-link fencing with a ten-foot wide sliding gate around the shelter compound (includes removal of existing fence as necessary).
- Perform site touchup (fertilize, seed, and straw) to disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included.
- Confirm the existing generator is sufficient to support the new equipment and ancillary equipment loads.

Site Components Installation

- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Supply and install two freestanding 24-inch-wide cable/ice bridges from the tower to the shelter (up to 30 linear feet), and ground per Motorola's R56 Standard.
- Construct Drilled Pier-type tower foundations including excavation, rebar, and concrete.
- Erect new 300-foot self-supported tower with FAA compliant LED lighting.
- Dismantle and remove the existing 300-foot self-supported tower.
- Supply and install grounding for the tower base for self-supported towers.
- Install foundations for 24' X 32' concrete, pre-fab shelter, including stoop, required excavation, rebar, concrete and gravel backfill.
- Offload and setup 24' X 32' pre-fabricated concrete shelter.
- Remove and relocate two (2) existing 150KW diesel generators, including installation of two (2) new double walled, 500 gallon diesel tanks, setup of transfer switches, and all required generator startup and testing.

- Provide hookup of 120VAC, 600 Amp electrical service from customer provided electrical demark, to the communications shelter main disconnect switch.
- Provide Megger three point grounding test of the site.

Antennas and Lines

- Supply and install seventeen (17) antennas for the Radio Frequency (RF) system.
- Supply and install seventeen (17) heavy-duty mounts for Bogner antennas.
- Supply and install seventeen (17) 6-foot side arms for antenna mounts.
- Install six (6) tower top amplifiers.
- Install seven (7) microwave dishes.
- Install 610 linear feet of 3/8-inch transmission line.
- Install up to 130 linear feet of 1/2-inch transmission line.
- Install up to 1995 linear feet of 7/8-inch transmission line.
- Install up to 2002 linear feet of 1-5/8-inch transmission line.
- Install up to 1424 linear feet of EW63 waveguide for MW dishes.
- Install up to 200 linear feet of EW90 waveguide for MW dishes.
- Perform sweep tests on transmission lines.
- Supply and install one ground buss bar at the bottom of the antenna support structure for grounding RF cables before the cables make horizontal transition.

Completion Criteria

- Motorola to complete all site development per the signed and professional engineer (PE) stamped construction drawings, local jurisdiction issued building permits, project requirements and contractual obligations (including any County/Motorola approved changes) and receive approval by the County.
 - Prior to inspections, the Motorola construction and project manager will review and, the contractor will confirm, site development completion.
- All jurisdictional and contractual required testing and inspections shall be performed by Motorola.
 - Motorola is responsible for acceptance testing as defined and agreed to with project team and County during CDR.
 - Motorola is responsible for conducting, coordinating and paying for all jurisdictional testing and inspections.
- Prior to County inspection, the Motorola site development checklist will be completed and signed off by the County.
- Site certified as-built package shall be completed and turned over by Motorola to Pinellas County, as defined and agreed to with project team and County.
- Prior to final inspection by the County and Motorola, all punch lists and deficiencies, which are the responsibility of Motorola, will be completed.

County Responsibilities for this site

- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the County's responsibility. The County is responsible for any permitting and/or inspection fees which are not otherwise noted herein.
- Pay for all utility connection, pole or line extensions, and any easement or usage fees.
- Review and approve site design drawings within seven (7) calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the County shall review and approve the re-submitted plans within seven (7) calendar days from the date of submittal.
- Pay for application fees, taxes, and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As required, secure a clear and unencumbered Memorandum of Understanding (MOU) with the property owner.
- Provide property deed or lease agreement, and boundary survey to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Provide temporary space for staging of the construction equipment during the construction of the new tower.

Assumptions for this site

- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m. EST).
- Temporary site trailers (tower, housing, COWS, and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.
- All recurring and non-recurring utility costs (including, but not limited to, generator fuel, electrical, Telco) is not the responsibility of Motorola.
- Motorola is not responsible to coordinate and pay for any utility installations.
- Utility transformer, transformer upgrades, line, or pole extensions have not been included in the Motorola scope of work for this project.
- Pricing has been based on National codes, such as, the International Building Code (IBC) or the Building Officials Code Administrators International (BOCA). Local codes or jurisdictional requirements were not considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials found during site investigations, construction, or equipment installation, will be the responsibility of the County.
- A maximum of thirty (30) days will be required for obtaining approved building permits from time of submission.

- No improvements are required for concrete trucks, drill rigs, tower delivery, and crane access.
- If extremely harsh or difficult weather conditions delay the site work for more than a consecutive seven (7) day period Motorola will seek excusable delays rather than risk job site safety.
- In the absence of geotechnical test data at the sites, normal soil conditions have been assumed. Normal soil is defined as a cohesive soil with net vertical bearing capacity of four thousand (4000) pounds per square inch and an allowable net horizontal pressure of four hundred (400) pounds per lineal foot of depth to a maximum of four thousand (4000) pounds per square foot. Rock, non-cohesive soils, or submerged soils are not considered normal soils
- The new tower location will pass the FAA hazard study, zoning, FCC, and environmental permitting.
- The restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate. Additional landscaping or aesthetic improvements (decorative fencing, tree plantings, stealth towers, etc.) will not be required.
- Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the MW Antenna System design (i.e., dish sizes and locations obtained from paper path studies). If after physical path studies, the dish sizes and locations change, Motorola will then review the impact to tower structure and foundations and revise applicable costs in coordination and approval from the County.
- Environmental impact studies or field testing and evaluation are the responsibility of the County. Therefore, if, as a result of NEPA studies, a jurisdictional authority determines that a proposed communications facility "may have a significant environmental impact", the matter will be addressed at that time.
- For new towers greater than two hundred (200) feet in overall height, medium intensity strobe lighting shall be included. Painting of any new towers shall not be included.
- That waivers to the applicable zoning requirements such as setbacks, tower height limitations, can be obtained.
- The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communication Sites (R56).
- Underground utilities are not present in the construction area, and as such, no relocation will be required.
- Spoils from the tower foundations can be dispersed on the property, and will not be required to be transported to a dump location.
- The existing utility service and backup power facilities (generators) have sufficient extra capacity to support the proposed new equipment load.

1.2.4.2 Site Development Complete

- All site development shall be completed by Motorola and shall be reviewed and approved by the County.

1.2.4.3 Site Development Acceptance (Milestone)

- All site development shall be completed by Motorola and shall be reviewed and accepted by the County.

1.2.5 Cutover to New Saint Petersburg Radio Site

- The cutover will be discussed in detail during CDR. An Implementation/Impact Timeline (ITL) will be developed showing all of the detailed steps, including risks, fallbacks and communications impacts during the cutover period. The ITL shall be provided by Motorola to the County at the conclusion of the CDR. Represented below, is a broad view of steps taken during cutover. Construction of the new SP Police Public Safety Building cannot be allowed to impact or disrupt police communications, including, but not limited to, the various dispatch functions. Motorola will research work-arounds to avoid disruptions from cranes and/or other construction equipment and facilities.
- The relocation and cutover plan for the DSR Master Site and the Geo-Prime Site will be reviewed and discussed during the CDR.

1.2.5.1 Cutover of the MidZone, SouthZone and SP Dispatch Center

Motorola Responsibilities

- Install the MidZone equipment into the new communications shelter.
- Perform an optimization for the MidZone P25 simulcast cell.
- Test to ensure that the entire site is operating correctly and is stable and reliable. Ensure that testing of the MidZone will not disrupt public safety communications.
- Temporarily migrate the SP Dispatch Center to the Pinellas County Public Safety Complex Dispatch Center.
- Connect the new SP MidZone Site into the Pinellas County Radio System by connecting one of the new Loop MW Radios and Dishes into the Pinellas County MW Loop.
- Develop an ITL with Pinellas County that determines the impact and best date and time of day for cutting over the SouthZone to the new MidZone equipment.
- Based on the ITL, shut off the SouthZone and allow the users to migrate to the MidZone.
- Once the users have successfully migrated from the SouthZone to the MidZone, connect the 2nd MW Radio and Dish into the Pinellas County MW Loop.
- After the successful migration from the SouthZone to the MidZone, shut off the old SP SouthZone and MidZone, and relocate the SouthZone radio equipment into the new Communications Shelter.
- After relocation and testing of the SouthZone Equipment, verify that the SouthZone is working correctly and is stable and reliable.
- Develop an ITL with Pinellas County that determines the impact and best date and time of day for cutting over the SouthZone users back to the new SouthZone equipment.
- Based on the ITL, cutover the SouthZone users back to the SouthZone.

- Determine with Pinellas County and SP personnel whether the SP Dispatch should migrate back to SP, or wait for the new SP Dispatch Center completion to migrate back to SP.
- An ITL will be generated which will show the dates and key tasks for the relocation and cutover of the DSR Master Site and Geo-Prime Site, which will be reviewed and discussed during the CDR.
- Motorola will review the relocation and cutover installation with the County's program manager and develop a punch list of deficiencies noted.
- Motorola will correct the deficiencies noted on the punch list for final acceptance and complete the certified as-built documentation.

1.2.6 Finalize

1.2.6.1 Resolve Punch list

Motorola Responsibilities

- Work with the County to resolve punch list items, documented during the acceptance phase, in order to meet all the criteria for final system acceptance.

County Responsibilities

- Assist Motorola with resolution of identified punch list items by providing support, such as access to the sites, and approval of the resolved punch list item(s).

Completion Criteria

- Resolve punch list items and seek approval from the County.

1.2.6.2 Final Acceptance (Milestone)

- Motorola shall complete all deliverables, as contractually required.
- Motorola will present for signature and receive a signed final system acceptance milestone certificate from the County.

1.3 WARRANTY AND MAINTENANCE

1.3.1 Overview

Motorola has the most comprehensive service organization in the Land Mobile Industry. Since 1947, Motorola has been building a unique service team: national in scope, but local in its ability to respond to our customers' diverse needs. As product and systems complexity evolve, Motorola responds with new service products and programs. This approach ensures Pinellas County that Motorola will remain at the cutting edge of service delivery and maintainability.

1.3.2 Warranty Service Program Review

During the first year after system acceptance, Motorola will provide a warranty and maintenance program that will deliver state-of-the-art system service focused on achieving responsive service, maximum system operation, and optimum reliability. The program will commence upon system acceptance and consist of a full one-year parts and labor warranty, and preventive and emergency maintenance services.

The service program combines the services of our local system service team, our local subcontractor team, and the national service team for technical, engineering and administrative support. This approach allows for maximum utilization of resources.

1.3.3 Local Dispatch Service

Suncoast Communications and Electronics, Inc will provide local dispatch and call support. When a trouble call is received by Suncoast Communications, a technician shall be dispatched to the site in question.

1.3.4 Technical Support

Technical Support is available 24 hours a day, 7 days a week.

1.4 PRICING

Description	Price (\$)
<ul style="list-style-type: none"> • 300' Self Support Tower 	1,690,911
<ul style="list-style-type: none"> • 24' X 32' Communications Shelter 	3,423,838
<ul style="list-style-type: none"> • Ridgecrest DSR Master & MZ GEO Prime Site Relocation to St. Petersburg 	918,577
<ul style="list-style-type: none"> • All Engineering, Program Management, Construction, Installation, Programming, Testing and Cutover Services included in the Scope of Work 	Included
<ul style="list-style-type: none"> • All equipment and material included in the Scope of Work 	Included
Total	6,033,326
<i>Pinellas Discount</i>	<i>(1,025,878)</i>
<i>Additional Discount for purchasing all three options by November 30, 2016.</i>	<i>(603,366)</i>
Net Price	4,404,082

EXHIBIT B 134-0251-NC (SS) Second Amendment

Customer will make payments to Motorola within forty-five (45) days after the date of each invoice, in accordance with Florida state law. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price upon CDR Completion;
2. 40% of the Contract Price upon Shipment of Equipment;
3. 20% of the Contract Price upon Installation Completion;
4. 10% of the Contract Price upon System Acceptance and Beneficial use; and
5. 5% of the Contract Price upon System Final Acceptance

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

PHASE II INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and blanket endorsements in accordance with the insurance requirements listed below (Exhibit C) and prior to recommendation for award. Failure to provide the Certificate of Insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Prime Contractor 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-contractors to obtain and maintain, at all times during its performance of the Agreement, adequate insurance as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the limits be less than \$500,000 for Workers' Compensation Employers' Liability and \$1,000,000 for General Liability, Auto Liability, and Professional Liability if required below.*

All subcontracts between Contractor and its subcontractors shall be in writing. Further, all subcontracts shall (1) require each subcontractor to be bound to contractor to the same extent the Contractor is bound to Pinellas County, a political subdivision of the State of Florida and the City of St. Petersburg, Florida, a municipal corporation of the State of Florida 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 subcontractor's work from Contractor to Pinellas County, a political sub-division of the State of Florida and the City of St. Petersburg and the at the election of Owner upon termination of the Contract; (3) provide that Pinellas County and City of St Petersburg will be an additional indemnified party of the subcontract; (4) provide that Pinellas County and the City of St. Petersburg and will be an additional insured on all insurance policies required to be provided by the subcontractor except worker's compensation; (5) assign all warranties directly Pinellas County and to the City of St Petersburg, if any; and (6) identify Pinellas County and the City of St. Petersburg the as an intended third-party beneficiary of the subcontract.

For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Prior to contract execution, the Contractor shall e-mail properly executed and approved a Certificate of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the blanket endorsement(s) referenced in paragraph six (6) for Additional Insured shall be attached to the certificate(s).**

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by Pinellas County. Approval by Pinellas County of any Certificate of Insurance does not constitute verification by Pinellas County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. If litigation arising out of this contract is filed, Motorola will provide access to relevant endorsements and policies as required in this Agreement through its local defense counsel in the jurisdiction in which the litigation is filed and in compliance with the governing Court's rules of discovery.

All liability policies, other than professional liability, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed with Blanket Additional Insured Endorsement to include Pinellas County, a political subdivision of the State of Florida and the City of St. Petersburg, Florida, a municipal corporation of the State of Florida as an Additional Insured(s).

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to Pinellas County and the City of St. Petersburg at least ten (10) business days prior to the expiration date.

Contracted vendor shall also notify Pinellas County and the City of St. Petersburg within ten (10) business days after receipt, of any notices of expiration, cancellation, received by said Contractor from its insurer. Notice shall be given by mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

If the Contractor does not maintain the insurance coverages required herein, Pinellas County may terminate the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured, Motorola Solutions, Inc., on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with Pinellas County, a political subdivision of the State of Florida.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against Pinellas County, a political subdivision of the State of Florida or against the City of St. Petersburg, Florida, a municipal corporation of the State of Florida for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

PHASE II INSURANCE REQUIREMENTS

- (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. The term City of St. Petersburg shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Department and individual members, thereof in their official capacities and/or while acting on behalf of the City of St. Petersburg.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pinellas County, a political subdivision of the State of Florida and the City of St. Petersburg or any such future coverage, or to Pinellas County's or the City of St. Petersburg's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. Pinellas County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for Motorola under this agreement. Should employees not named be utilized by contractor, Pinellas County and/or the City of St. Petersburg, at its option may stop work without penalty to Pinellas County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (7) Insurance coverage shall include waivers of subrogation in favor of Pinellas County and The City of St. Petersburg from both the Contractor and sub-contractor(s) provided that the County is solely at fault.

The **minimum** insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury. Policy shall not contain an Explosion, Collapse or Underground (x,c,u) exclusion; nor shall there be a crane weight, jig or boom exclusion.

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

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

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

PHASE II INSURANCE REQUIREMENTS

- (D) Cyber Risk Liability (Network Security/Privacy Liability) Insurance for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- (E) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), (C) and (D) above:

Limits

Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

- (F) 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", Contractor may submit annually to the City of St. Petersburg and the Pinellas County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Claim	\$ 2,000,000
Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Contractor and its subcontractors shall be in writing. Further, all subcontracts shall (1) require each subcontractor to be bound to contractor to the same extent the Contractor is bound to Pinellas County, a political subdivision of the State of Florida and the City of St. Petersburg, Florida, a municipal corporation of the State of Florida 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 subcontractor's work from Contractor to Pinellas County, a political sub-division of the State of Florida and the City of St. Petersburg and the at the election of Owner upon termination of the Contract; (3) provide that Pinellas County and City of St Petersburg will be an additional indemnified party of the subcontract; (4) provide that Pinellas County and the City of St. Petersburg and the will be an additional insured on all insurance policies required to be provided by the subcontractor except worker's compensation; (5) assign all warranties directly Pinellas County and to the City of St Petersburg, if any; and (6) identify Pinellas County and the City of St. Petersburg the as an intended third-party beneficiary of the subcontract.

- (G) Pollution Legal/Environmental Legal Liability Insurance is to be provided by the subcontractor for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

PHASE II – INSURANCE REQUIREMENTS

3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage 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 Pollution Legal/Environmental Legal Liability and other coverage combined.

For acceptance of Pollution Legal/Environmental Legal Liability Insurance coverage provided by subcontractor(s), all subcontracts between Contractor and its subcontractors shall be in writing. Further, all subcontracts shall (1) require each subcontractor to be bound to contractor to the same extent the Contractor is bound to Pinellas County, a political subdivision of the State of Florida and the City of St. Petersburg, Florida, a municipal corporation of the State of Florida 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 subcontractor's work from Contractor to Pinellas County, a political sub-division of the State of Florida and the City of St. Petersburg and the at the election of Owner upon termination of the Contract; (3) provide that Pinellas County and City of St Petersburg will be an additional indemnified party of the subcontract; (4) provide that Pinellas County and the City of St. Petersburg and the will be an additional insured on all insurance policies required to be provided by the subcontractor except worker's compensation; (5) assign all warranties directly Pinellas County and to the City of St Petersburg, if any; and (6) identify Pinellas County and the City of St. Petersburg the as an intended third-party beneficiary of the subcontract.

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

(I) Builders Risk and/or Installation Floater Insurance Contractor shall secure, pay for and maintain "all-risk" builders risk and/or installation floater insurance, covering risks of physical loss or damage to the Work (Only equipment installed) and facility (including without limitation the transmission lines to the interconnection facilities, buildings, temporary structures, materials, supplies and equipment to be incorporated in the Work) until final acceptance is made, from perils including, but not limited to, Wind, fire (with extended coverage), theft, vandalism, malicious mischief, collapse "however caused", earth movement, flood, water damage, windstorm and hail, lightning, false-work, Hot and Cold testing and start-up of building systems, machinery, and equipment, terrorism, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and increased cost of construction, expediting expense, extra expense and all other perils not specifically excluded under a standard "all-risk" builders risk and/or installation floater form. No crane, boom, jig, or weight exclusion shall apply. Such insurance shall cover all property during construction and testing, materials while stored onsite and offsite and while in transit and shall include the City of St. Petersburg and Pinellas County, a political subdivision of the State of Florida, and Prime Contractor as named Insureds, and Subcontractors ATIA to the Project as additional Insureds. The policy shall be written on a replacement cost/completed value basis in an amount at least equal to 100% of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders, including Soft Cost Coverage, Loss of Use/Delay in Start-up Costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, contractor's overhead and general Conditions, and equipment rental and shall contain an agreed amount endorsement waiving any coinsurance penalty. The policy shall contain a waiver of subrogation in favor of the City of St. Petersburg and Pinellas County, a political subdivision of the State of Florida. Contractor is responsible for payment of all applicable deductibles and premiums. Evidence of coverage in the form of a Certificate of Insurance showing all applicable endorsements shall be provided to Pinellas County prior to the commencement of any Work.