

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 8 day of March, 2022 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Lawns Today, LLC (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 22-0047-B(DG) for Landscape and Grounds Maintenance Services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Facilities Manager or Designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor 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. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and for thirty-six (36) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The Parties may extend the term of this Agreement for two (2) additional twenty-four (24) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$482,163.45 , with an average annual expenditure of \$160,721.15 for Services completed and accepted as provided in Section 15 herein and payable on a fixed-fee basis for the deliverables as set out in Exhibit C upon submittal of an invoice as required herein.

C. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process 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.

6. **Personnel.**

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. 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) 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 one (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 forth in this section.

B. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor

Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.
4. Should the County find work has not been completed or can document a complaint of failure of the contractor to complete services as defined herein, the county will withhold the payment according to the costs delineated per location in Exhibit C, Pricing Schedule, provided herein.
5. Should the county receive more than three complaints in a one-month period a surcharge of 5% of the total zone will be applied to the next monthly payment. County shall notify the contractor in writing of such pending surcharge.
6. Should the Contractor receive more than ten (10) complaints in thirty (30) days, Contractor will be considered in breach of the agreement under the provisions of this section and subject to the termination provision as provided in section 28.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.
9. **Confidential Information and Public Records.**

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

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

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 contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Digital Accessibility

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
- 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 14(b) of this Agreement, "Indemnification."

13. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

14. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

15. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

16. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Facilities Manager or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *Lawns Today LLC*. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

17. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

18. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

19. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Lori Sullivan
Facilities Manager,
Utilities Department
6730 142nd Ave N
Largo FL, 33771

For Contractor:

Attn: Neil Walker Lawns Today, LLC
6804 75th Ave E Palmetto, FL 34221
941-405-7459
Lawnstoday@aol.com

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

20. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify

the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

21. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

22. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

23. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

24. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

25. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

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

27. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

28. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its
Board of County Commissioners

By: Charlie Justice
Charlie Justice

Lawns Today LLC

Name of Firm

By: Neil R. Walker
Signature

Neil R Walker
Print Name

CEO - Owner
Title

ATTEST:
Ken Burke,
Clerk of the Circuit Court



By: Deputy Clerk
Deputy Clerk

Approved as to Form

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

A. OBJECTIVE

The Pinellas County Utilities (PCU) Department requires services by a Contractor with abilities/capabilities to provide landscape maintenance services at facilities and properties throughout the County. The goal is to improve and maintain the appearance of County properties. The facilities and properties will include, but are not limited to, office buildings, treatment plants, pump stations, and outparcels.

This contract for Landscape Maintenance Services will encompass various facilities and locations throughout PCU. The Contractor shall be responsible for all labor, materials and equipment necessary for the proper care and maintenance of the landscaping, irrigation (including repair) and related landscaping structures and systems within the property and all reporting measures required for administration as described in the contract specifications.

B. BACKGROUND:

PCU requires the work described in the contract specifications below. Work consists of general care and maintenance to all the Pinellas County Utilities facilities. The Contractor shall furnish all personnel, supervision, equipment, materials, labor, tools, transportation, licenses, and supplies necessary to complete the work in accordance with the specifications, procedures, and terms of the contract. The work has been segmented into four (4) zones. **Work will be awarded to the lowest responsible bidder in each zone. A Contractor may choose to bid on one or more zones. The Contractor must have a principal place of business within a five (5) county market area (Pinellas County to include Pinellas, Pasco, Hernando, Hillsborough, and Manatee counties).**

C. REQUIREMENTS:

The Contractor must adhere to the County's requirements for licenses, certifications and permits. Contractor must maintain communication with designated County staff following the requirements of the established schedule and with submitting appropriate reports and documentation.

1. NON-PERFORMANCE:

Contractor will ensure that each maintenance cycle is satisfactorily and thoroughly performed as outlined in these specifications. Deliverables include all related tasks (example: mowing includes all hand and mechanical mowing, edging, blowing/sweeping, litter/debris removal, and grass clump dispersal). Contractor will also ensure that all work associated with each maintenance cycle is fully completed within the designated time schedule. The County reserves the right not to pay an invoice in full if cycle billed for was not actually (satisfactorily) performed. Pinellas County will conduct "spot check" of locations where evidence shows work was not completed.

Consistent acts of non-performance as determined by the County shall be deemed a breach of contract obligation and may lead to contract cancellation with cause.

2. NOISE ABATEMENT:

- a. Contractor must adhere to all Federal, State, County and City ordinances to include noise abatement.

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3. LICENSES / CERTIFICATIONS / PERMITS:

- a. Bidder will supply all necessary licenses, certifications and permits to do the required work with the bid submittal or prior to award.
- b. All licenses, for the company and employees, must be kept current and copies of new or renewed licenses/certifications must be provided to designated County representative at time of award.

4. EQUIPMENT AND MATERIALS

- a. Contractor and/or subcontractors shall provide all required materials and equipment needed to accomplish all work pertaining to this contract. If the County representative determines the materials and/or equipment being used by the Contractor on site is deficient, the Contractor shall be notified immediately. The Contractor shall remove the materials/equipment from service immediately and until the deficiency is corrected.
- b. Minimum equipment list:
 - I. Commercial finish mowers (minimum 60" deck)
 - II. Commercial smaller mowers (minimum 36" deck)
 - III. Commercial gas weed eaters
 - IV. Commercial gas blowers
 - V. Commercial gas edger's
 - VI. Commercial hedge/brush trimmers
 - VII. Commercial gas pole saws
 - VIII. Commercial backpack or handheld sprayers
 - IX. Chainsaw(s)
 - X. Large commercial chemical tank
 - XI. Trailers to haul waste
- c. Inspection of the Contractor's materials/equipment by the County representative shall not relieve the Contractor of responsibility for injury to persons or damage to property caused by the operation of the equipment.
- d. Equipment used by the Contractor must be maintained in proper working order and shall be maintained so as to produce results as specified.
- e. Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.
- f. If, in the opinion of the County Representative, the Contractor has insufficient equipment or personnel on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional resources as directed by the County Representative. The County Representative will evaluate this based on the quality and/or progress of work performed.
- g. A list of equipment owned or leased by the Contractor that will be used to accomplish this contract should be included as part of the bid submission (**Contractor Equipment List**).

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5. PERSONNEL

- h. Provide all labor, transportation, and equipment necessary to perform the specified services and meet therequirements specified herein. Cost overruns are to be absorbed by Contractor when adding personnel orequipment to meet requirements of the contract.
- i. Provide qualified and competent person on-site who is authorized to supervise the maintenance operationsand represent and act for Contractor. The term “on-site supervisor” shall be person(s) designated to be atwork site and act as point of contact for the County. The on-site supervisor must be able to read, write, andspeak English
- j. Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy-two (72) hours to review any request made by the Contractor for any change, alteration, orsubstitution of staff. The Contractor shall ensure that such substituted staff members are of substantiallythe same qualifications as those approved by the County at the time of contract award.
- k. Personnel shall:
 - I. Possess photo identification, either valid driver’s license or identification card.
 - II. Possess Florida Department of Agriculture and Consumer Services (FDACS) identification card when applyingpesticides and fertilizers.
 - III. Wear company uniforms.
 - IV. Interact courteously with the public and County staff.

6. CONTRACT COMMENCEMENT

- a. Upon completion of the pre-commencement meeting, verbal discussion, and comments, the awarded Contractor must provide a dedicated point of contact authorized to make decisions on the Contractor’s behalf to the designated County representative. Contractor will apprise the County of any changes to theirdedicated point of contact over the term of the contract.

7. SITE PROTECTION

- a. The Contractor shall be solely responsible for all unauthorized cutting, mowing, removal or disposal, or damage to landscape plants, including damage to same, due to careless operation of equipment, stockpiling of materials, tracking of landscaped areas by equipment or other incidental damage caused bythe Contractor's work crews or equipment.
- b. Ruts caused by Contractor equipment must be repaired at the expense of the Contractor.
- c. The Contractor shall be required to repair or restore said damage promptly at the Contractor's expense. Location of existing structures or work of any kind, or the interruption of a utility service resulting from failureto comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- d. All service and supply operations shall be conducted in such a manner as to maximize public safety andto minimize damage to public and private property.
- e. Contractor’s workmen shall wear clothing that comply with Florida Department of Transportation (FDOT) standards when performing any contractual work operations.

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- f. The designated County representative may require the usage of advance warning signs. If traffic controls required, then the FDOT Manual on Uniform Traffic Control Devices and the Roadway and Traffic Design Standards, Section 600 shall be utilized.
- l. Mowing/trimming clippings must be removed from impervious surfaces before leaving job site (break, lunch, end of day). Inclement weather must be considered to ensure timely completion of cleanup activities. Clippings must never be blown into any storm water reservoir or storm drain inlet of any kind. Tasks not compliant with specifications shall be completed by the Contractor and approved by the County Representative before payment shall be approved.
- m. When necessary for mowing machines or other equipment to cross the travel way, a location shall be selected that provides an unobstructed sight distance of 500 feet. Operator shall stop before crossing the travel way and allow closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.
- n. All service and supply operations shall be conducted in a manner and procedure as required by FDOT standards as to maximize public safety and to minimize damage to public and private property. It shall be a special requirement of this work that workmen wear clothing in compliance with FDOT standards or current standard when performing any contractual work operations. Any riding equipment used in the contractual work operations shall be equipped with flashing lights.
- o. The interruption of a utility service resulting from failure to comply with the requirements of the contract shall be repaired or restored promptly by and at the expense of the Contractor.

8. SCHEDULE / REPORTS

- a. The Contractor shall supply the following documents in writing electronically. These reports are to provide documentation of projected service plans as well as services rendered. A Weekly Landscape Maintenance Report example shall be included with bid submittal, titled "Weekly Report.pdf". The report template is attached to the solicitation as a separate Excel spreadsheet.
 - I. **MONTHLY PLANNING REPORT:** Due one week prior to start date indicating projected service dates for each segment of the designated group, and location of work. This form is required when work will be done as scheduled and agreed upon by Contractor and Pinellas County representative. Invoicing received without these supporting schedules is subject to non-payment.
 - II. **WEEKLY WORK REPORT:** Due each Wednesday for work that has been performed in the preceding week. Report shall indicate service dates, and locations. Reports submitted electronically will be deemed as verification that work was completed. The attached tracking sheet will need to be used for this verification. Invoicing received without these supporting reports is subject to non-payment.
 - III. **MONTHLY MEETING:** The Contractor shall meet with the County on a set monthly schedule to discuss and remedy any field questions and/or associated problems.
- b. Any authorization for additional work shall be in writing. Failure to secure written authorization before doing additional work shall be deemed as unauthorized work and shall result in non-payment of related invoices.

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9. TEMPORARY TRAFFIC CONTROL

- a. The work specified under this section consists of safely maintaining vehicular, bicycle and pedestrian traffic within the limits of the project and compliance with traffic safety requirements for all maintenance operations.
- b. The Contractor shall not be permitted to isolate residences or places of business and must provide safe entrance and exit during all normal business hour.
- c. The Contractor shall furnish, erect and maintain all necessary traffic control and safety devices, in accordance with the approved Temporary Traffic Control Plan and latest editions of the (FDOT) Standard Specifications for Road and Bridge Construction, State of Florida, Department of Transportation, Design Standards for Design, Construction, Maintenance and Utility Operations of the State Highway System, and the Florida Highway Administration's Manual on Uniform Traffic Control Devices, (MUTCD) Part VI, applicable edition, and shall take all necessary precautions for the protection of the workers and the safety of the public for the duration of the contract period.. Mowing operations and landscape maintenance operations shall comply with MUTCD Typical Application 6H-1. If the Contractor implements lane closure, they shall comply with FDOT Standard Index 623.
- p. Watering operations shall comply with FDOT Standard Index 627.
- q. Mowing operations and landscape maintenance operations shall comply with MUTCD Typical Application 6H-01.
- r. The Contractor shall submit with the bid submittal, proof of a Worksite Traffic Supervisor certified in accordance with FDOT Intermediate Temporary Traffic Control.
- s. Contractor should submit their Traffic Safety Plan prior to award. The Traffic Safety Plan is to be reviewed and approved by the Utilities Department.
- t. Maintain a copy of the approved Temporary Traffic Control Plan during work.
- u. Costs associated with temporary traffic control are to be factored into the landscape maintenance pay items.

10. POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

- a. Contractor will follow all rules and regulations for both dry and wet storm water retention ponds as outlined by National Pollutant Discharge Elimination System (NPDES) requirements and any local ordinances. This includes, but is not limited to, any records, logs and reports required and shall be delivered to the designated County Representative on the first working day of each calendar quarter. Cycle invoices shall include number of bags of trash collected by Contractor
- b. Contractor must comply with NPDES guidelines in accordance with Pinellas County Code Article XIII, Chapter 58, Ordinance 10-06: The Landscape Maintenance and Fertilizer Use and Application Ordinance.

11. HAZARDOUS MATERIALS

- a. Hazardous materials found by the Contractor are not to be TOUCHED or HANDLED by the Contractor if discovered. IMMEDIATELY report the finding to the designated County representative.

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12. WORK HOURS

- a. Contractor shall perform work between the hours of 7:00 a.m. - 5:00 p.m., Monday through Friday. Work outside of these hours shall be coordinated with the County representative prior to commencement. No work will be performed on County designated holidays without prior approval.
- b. County designated holidays include: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day or any other holiday as designated by Pinellas County government.

13. LOCATIONS AND ACREAGE

- a. Right-of-Way clearances for the entire distance of the roadway sections identified in this contract are the responsibility of the Contractor. Contractor must inspect regularly for clearance issues and must respond within seventy-two (72) hours of written notification forwarded by the County Representative to complaints lodged by citizens or county staff.
- b. Individual property owners may occasionally or even regularly perform landscape maintenance functions in the right-of-way, however, this does not preclude the Contractor's responsibility to perform the contracted services on the entire contracted areas during a given cycle unless area, unless specifically excluded.

SECURITY AND BACKGROUND CHECKS

- a. All Contractor employees are required to submit to a background check. The background check process shall be completed at least ten (10) days prior to the start of the contract. The Contractor shall be responsible for all costs associated with the background checks. A valid driver license and Social Security card are required for completing the background check and obtaining security clearance. Orientation for the Security Clearance workflow process will be provided to the awardee.
- b. Step One – The Contractor shall obtain a Level One Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) for each assigned employee.
- c. Step Two – The Contractor shall submit the FDLE Records Check along with a copy of the driver license, Social Security card and completed Sheriff's Office Security Clearance Application, for each employee, to the Facility Operations support team.
- d. The Pinellas County Sheriff's Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees. **If a submitted employee is denied for any reason, there is no opportunity to re-apply.**
- e. **Additional Requirements for areas with confidential law enforcement documents and data:** The Contractor shall submit for fingerprinting all personnel working in any area deemed confidential. The Contractor will schedule through the Facility Operations Support team a time for the employees to be fingerprinted by the Sheriff's Office. All personnel that have successfully completed fingerprinting are required to complete an online Security and Awareness training.
- f. Step Three - The Facility Operations Support team will communicate the results of the Sheriff's Office review to the Contractor.
 - i. A list of all assigned personnel, showing the employee's full name, address, telephone number, date and place of birth, and driver license or State ID number and their assigned work location shall be submitted to the Facility Operations support team. This list is to be kept current by the Contractor and promptly submitted to the Facility Operations Support team at the beginning of each month. This referenced document is called the Employee

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Assignment Sheet (EAS). The EAS template will be provided to awardee.

- II. The Contractor shall provide an updated FDLE Level one criminal history records check for all personnel on an annual basis. The annual updates are to be sent to the Facility Operations support team for review by the Sheriff Office. Background check updates shall remain on file at the Contractor's location for three (3) years from the date of the last invoice.
- III. All Contractor employees are required to wear identification (ID) badges, to be furnished by Pinellas County for the various facility sections. The Contractor shall make the employees available for photographs on a schedule to be worked out with the Facility Manager. Access to sites not managed by the Real Estate Management Department needs to be coordinated with the County site representative for the specific department. The badges shall be made by the County before an individual may begin work and only after a favorable security clearance has been received. Contractor employees shall sign each badge at the time of receipt.
- IV. The Contractor will notify the respective Facility Manager when an employee badge is lost. It shall be the responsibility of the contractor to pay for replacement badges at the rate of \$10.00 per badge. No employee shall be allowed to work without a current badge. Any contract employee who does not have proper identification shall be cause for the County to require removal of that employee from the property. The Contractor shall see that all badges are returned to the Facility Manager when employees are dismissed or terminated.

15. SERVICES NOT RENDERED:

- a. The Contractor agrees that the Work will be executed promptly, regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly agreed that the time for completion is a reasonable time.
- b. Should the County find work has not been completed or can document a complaint of failure of the contractor to complete services as defined herein, the county will withhold the payment according to the costs delineated per location in Exhibit C, Pricing Schedule, provided herein.
- c. Should the county receive more than three complaints in a one-month period a surcharge of 5% of the total zone will be applied to the next monthly payment. County shall notify the contractor in writing of such pending surcharge.

16. SCOPE OF WORK**1. MAINTENANCE**

Contractor shall furnish all personnel, supervision, overhead, equipment, materials, labor, tools, transportation, licenses, and supplies necessary to complete the work in accordance with these specifications, procedures. Work has been staged into Zone 1, Zone 2, Zone 3, and Zone 4. Each zone includes the type of service required for each location in the zone. Contractor may choose to bid one or more zones.

- a. Grounds shall, at all times, be clean, neat and apparently well-tended.
- b. At no time shall leave, trash, clippings, or other debris be allowed to accumulate.
- c. All organic trash, including grass clippings from mowing and edging, shall be blown or vacuumed from all sidewalks, entryways, steps, plazas, and parking lots.
- d. String trimmers (weed eaters) can be used to trim around trees or other plants.

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- e. If any plant or lawn area dies or becomes weak or unsightly due to negligence or improper maintenance procedures on the part of the Contractor or any sub-contractor, based upon generally accepted landscape maintenance practices and notwithstanding any section of these specifications, the Contractor shall replace such plant or lawn area at the expense of the Contractor.
- f. The Contractor will respond in a timely manner to address any issues.
- g. All areas shall be inspected weekly for detection of disease, pest control, irrigation, and all other potential landscape problems. Proper and effective remedial action shall be taken immediately upon discovery. The County's representative shall be notified of problems encountered and the corrective action taken.
- h. Parking lots shall be kept free of trash, including glass, fallen limbs, oak leaves, and other debris. This shall be completed in sequence with the turf mowing iterations.
- i. All litter and debris shall be removed prior to and upon completion of a mowing cycle. Litter and debris removal include pickup, removal, and disposal from County property of any obstacle such as wood, signs, tires, cans, etc., which cannot be traversed by the mowing equipment. The Contractor shall remove all items such as bags of trash, newspaper, magazines, food containers, boxes, sheets of paper, etc., which will be torn, ripped, scattered or further subdivided by the mowers, which will result in an objectionable appearance. The cost of litter removal shall be included in the unit price bid for mowing.

2.**WORK CYCLES**

- a. Unless otherwise specified, cycles for all zones will be weekly from April thru October and bi-weekly from November thru March, not to exceed thirty-eight (38) cycles per year. Contractor must meet the schedule unless agreed upon in writing in advance with the designated County representative.
- b. A cycle week is defined as Monday through Friday unless otherwise approved by designated County representative.
- c. Additional cycles may be requested by the County; cycle pricing will be as bid.

3. TYPE OF SERVICE REQUIRED

- a. Pinellas County Facility Locations
 - I. Litter and debris pick-up.
 - II. Mowing, edging, trimming, and blowing.
 - III. Tree, ornamental shrub, ground cover trimming
 - IV. Bed maintenance shall be performed with every mowing to provide a manicured and weed-free appearance at all times.
 - V. Fertilization of turf, trees, and ornamentals is twice a year in March and October
 - VI. Pest control is to be performed on an as needed basis for turf, trees, ornamental shrubs, and ground covers utilizing Best Management Practices (BMP's) and Integrated pest management (IPM) and following FDACS statutes/rules.
 - VII. Monthly irrigation inspections and zone checks are also to be performed.
 - VIII. Properties typical of this level of service include high public visibility office buildings and water and wastewater facilities.

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- b. Pinellas County Pump and Lift Stations
 - I. Mowing, edging, trimming, and blowing.
 - II. Plant beds maintenance.
 - III. Tree, ornamental shrub, ground cover trimming.
- c. Pinellas County Utilities Unspecified:
 - I. Mowing, edging, trimming, and blowing.
 - II. Plant beds maintenance.
 - III. Tree, ornamental shrub, ground cover trimming.
 - IV. Bush Hog
 - V. Small tool brush trimming

4. TURF MAINTENANCE REQUIREMENTS:

- a. Mowing will be performed per local ordinances and Best Management Practices (BMP's).
- b. Flat mowing and slopes less than or equal to 4:1 shall be mowed at 4" height plus or minus ½". Slopes greater than 4:1 shall be mowed at 5" height plus or minus ½".
- c. Should a ditch or slope be too steep or wet for a mower to operate on without damaging the turf or grade integrity, area shall be mowed by hand with weed-eaters or specialized equipment to prevent damage.
- d. Damage to structures, plantings, and turf caused by the Contractor's maintenance activities are the sole responsibility of the Contractor.
- e. Out parcels and some low-profile areas may require fewer cycles as determined on a case-by-case basis and approved by County representative.
- f. Mowing heights shall be determined by turf type and according to seasonal growth as recommended by IFAS. No scalping or gouging is permitted. Scheduled cuts missed due to inclement weather shall be made up as soon as conditions permit. Mower blades shall be kept sharp to prevent tearing of grass blades. Clippings shall be left on turf with excessive clippings distributed by mower or blowing. No clippings are to remain on impervious surfaces per local ordinance and BMP's. No clippings are to remain on drainage structures (catch basin grates, mitered ends, weirs, etc.). Mowing discharge shall be directed away from any water body. In the case of fungal disease outbreaks, Contractor will collect clippings until the disease is undetectable.
- g. Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide so as to not interfere with or intercept water output. Isolated trees and shrubs growing in turf areas will require mulched areas around them (minimum 2-foot diameter) to avoid bark injury from mowers and string trimmers and to reduce root competition from grass. Turf trimming and edging will be done with each mowing. Blade edger will be used around all beds, tree ring, walks and drives. String trimmers may be used around utility boxes and building but no string damage may occur. Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide so as to not interfere with or intercept water output. Isolated trees and shrubs growing in turf areas will require mulched areas around them (minimum 2-foot diameter) to avoid bark injury from mowers and string trimmers and to reduce root competition from grass. Weeds and grass around fence lines will not be allowed to exceed six (6) inches in height. Volunteer seedlings of palms, trees and exotic invasive plants shall not be allowed to grow in fence lines or hedge rows. Care will be

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taken to avoid erosion along fence lines due to use of herbicides. At treatment plants chemical applications shall be preapproved by the County Representative and restricted during certain times.

5. LANDSCAPE MAINTENANCE REQUIREMENTS - PLANT BEDS, ORNAMENTAL TREES AND HEDGES:

- a. All beds will be addressed for health of plants, trash and debris each cycle maintenance. Appropriate actions will be taken to maintain plants in a healthy, disease free condition.
- b. Plants will be trimmed as needed to maintain uniform size. Plants shall not touch structures. At treatment plants, there shall be no vegetation overhang around plant processing equipment.
- c. The Contractor will ensure that beds are properly irrigated to maintain healthy plant growth. All irrigation will, where feasible, be accomplished using low volume irrigation. Contractor is required to maintain irrigation systems. Replacement of dead/damaged landscape material, determined due to insufficient water, will be the sole responsibility of the Contractor.
- d. Groundcover beds containing Dwarf Confederate Jasmine or Perennial Peanut shall be mowed or filament string trimmed to a height of six (6) inches quarterly, in order to maintain a neat appearance .
- e. When maintaining hedges and shrub plantings, the Contractor must remove any volunteer trees/shrubs that begin to grow in them. This includes seedlings of oaks, cabbage palms, and exotic invasive plants such as Brazilian pepper.
- f. The overall condition of the landscape is the sole responsibility of the Contractor, who must take necessary measures to ensure that plant material remains alive and in Florida No. 1 Grade state of health, as defined by Florida Nurserymen Growers Association. All plant material that dies (other than catastrophic loss or vandalism) must be replaced within 30 days by the Contractor at no additional charge. In addition, at the discretion of the County, the Contractor will be required to replace plants that are of declining health that can be directly attributed to the landscape maintenance practices employed by the Contractor.
- g. In February of each year, all winter-killed plant materials shall be pruned to remove those portions from the general landscape. If plants are not to be replaced, then the Contractor must be sure that any holes created by plant material are filled and that three (3) inches of mulch are applied over any area of bare soil.

6. LANDSCAPE MAINTENANCE REQUIREMENTS - WEEDING:

- a. Grass and weeds (living and dead) growing in and around annual/perennial plants beds, shrubs, trees, sidewalks, curbing, and buildings shall be removed with each maintenance cycle, and the general landscape shall be kept free of weeds and maintained to a clean finished appearance. This can be accomplished by manual, mechanical, or chemical methods.
- b. Following any chemical application, dead weeds shall be removed within fourteen (14) calendar days. A pre-emergent granular herbicide may be applied at the Contractor's option and expense to reduce weed growth.
- c. In no case, whether manual or mechanical methods used, will there be allowed damage to plants or tree/shrub bark.

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- d. At the discretion of the County, plant materials damaged by the Contractor's weed maintenance activities shall be replaced at the expense of the Contractor.
- e. Chemical edging can be used around fence lines, walkways, and curbing. Any erosion resulting from chemical edging will be repaired at the Contractor's expense.
- f. Fence areas treated with chemicals will not exceed three (3) inches on either side of the fence.
- g. Weeds and grass around fence line will not be allowed to exceed six (6) inches in height.
- h. Volunteer seedlings of palms, trees and exotic invasive plants shall not be allowed to grow in fence lines.
- i. Manual weed removal may be used in beds with ornamental grasses or other plants sensitive to herbicides.

7. LANDSCAPE MAINTENANCE REQUIREMENTS - TREE/SHRUB/PALM PRUNING:

- a. Pruning for ornamental shrubs, small trees, and palms pruning to 10 feet (10').
- b. Pruning shall be included in maintenance cost including trees/palms to 10 feet (10') in height. Tree pruning shall be to ANSI A300 standards/ISA BMP's and ANSI Z133.1 safety standard. Pruning of other plants shall be to IFAS recommendations including pruning of hedges wider at the base to allow for light requirements. Hedges shall be maintained at a maximum height of 8 feet (8') unless authorized by County representative. A certified arborist shall be on site at all times during work activities. Certification shall be through the Florida Chapter of the International Society of Arboriculture (ISA). Trimming of pre-existing shrubs over 10' will be performed as identified with the Zone 4 of **Section F Bid Submittal**.
- c. The Contractor will trim all tree limbs that cross any sidewalk, fence line, or parking lot that do not conform to State or Federal ADA requirements. The lower branches of all trees shall be pruned, as needed, for ease of mowing and for clearance of 10 feet (10') above all sidewalks and areas with a fence line and 16 feet (16') above all parking lots, driveways, and roadways.
- d. Pruning at pump stations shall maintain a safe work zone and provide appropriate clearance for maintenance activities in and around equipment by Utilities Department personnel. Hedges adjacent to the pump station pad shall be maintained at a maximum height of 8' and vertical clearance of 4' from equipment unless otherwise designated by County representative. All overhanging tree limbs shall be uplifted to provide a 10' clearance over pump station pads and equipment.

8. LANDSCAPE MAINTENANCE REQUIREMENTS - MULCHING:

- a. Upon request from County representative, landscaped areas shall have mulch refurbished once a year between February and March.
- b. Mulch should be no less than two inches (2") and not to exceed three inches (3") in depth. Mulch should not be in contact with tree or shrub trunks or bury branches.
- c. The Contractor shall occasionally use free mulch generated by Pinellas County Solid Waste Department, based on direction by County representative. Transport and transport charges associated with usage of this mulch shall be at the Contractor's expense.
- d. The Contractor may at his discretion add additional mulch as a deterrent for weed growth and the cost of this additional mulching shall be included in the unit price of the maintenance.

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- e. To prevent weed growth the mulch may be treated with a pre-emergent granular herbicide applied at the Contractor's option and expense.
- f. The cost of re-mulching shall be invoiced separately under the unspecified services activities. Use of any portion of this pay item shall require written pre-approval by the County representative.

For more information on obtaining County recycled mulch, please

contact: Pinellas County Solid Waste Department
Administration
Reception 3995 114th
Avenue N St.
Petersburg, FL 33716
Phone Number: 727-464-7500

9. LANDSCAPE MAINTENANCE REQUIREMENTS - IRRIGATION SYSTEM MAINTENANCE AND REPAIR:

- a. Irrigation inspection labor shall be included in turf or plant bed maintenance cost. The landscape maintenance Contractor shall, as part of this contract, perform monthly inspection tasks including but not limited to:
 - I. Clean and adjust irrigation control clocks including cleaning and tightening terminals and connectors, adjust locks, and ensure that cabinets are properly sealed.
 - II. Flush pipes and valves to remove any accumulated sediment.
 - III. Clean filter screens and nozzles, using racer dye for purposes of verification of the herbicide application.
 - IV. Adjust heads for directions and spray pattern.
 - V. Clean and adjust valves and check electrical connections.
 - VI. Drip irrigation systems shall be flushed periodically to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year. This shall be accomplished by opening the ends of drip lines and running the zone for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip.
- b. Small leaks, (defined as either in the main water line, a lateral line, a faulty irrigation head, or at the irrigation valve, where pipes are joined together, at points of connection, or around irrigation valves or occur in the middle of a pipe where the pipe has split or broken and riser repairs) are to be completed at no charge as part of the monthly maintenance.
- c. Within 4 business days of completion, Contractor shall provide a system report detailing work performed and any necessary repairs needed, in addition to tasks listed above. Repairs shall be estimated using the hourly rate and parts pricing from Zone 4 Unspecified Maintenance and Repair for approval by the County representative prior to commencement of work.
- d. Contractor shall respond within 12 hours to reports of uncontrolled water flow, such as a main line break or stuck zone valve.

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10. LANDSCAPE MAINTENANCE REQUIREMENTS - FERTILIZER

- a. A slow-release fertilizer with analysis that complies with the Pinellas County Fertilizer Ordinance and approved by the designated County representative, shall be applied to all turf and landscape areas per the document - IFAS General Recommendations for Fertilization of Turfgrasses on Florida Soils - Fact Sheet SL-21, one of a series of the Soil and Water Science Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Please visit the EDIS Website at <http://edis.ifas.ufl.edu>.
- b. All fertilizing shall be done in accordance with all federal, state, county, and local laws, statutes, and ordinances, and follow the principles and practices as outlined in the Florida Department of Environmental Protection publication "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries" and as agreed upon with the designated County representative.
http://ffl.ifas.ufl.edu/professionals/BMP_overview.htm.
- c. The Contractor shall provide the County representative with a copy of labels and application records.
 - I. The Contractor will apply fertilizer twice annually in March and October.
 - II. The Contractor shall provide the County Representative with a copy of labels and application record.
 - III. The cost associated with fertilizing shall be included in the unit maintenance costs.
 - IV. Fertilizer will be blown or swept off walkways and drives into turf or beds.
 - V. Replacement of dead/damaged turf grass, trees, and plants due to incorrect/insufficient fertilization will be the sole responsibility and at the expense of the Contractor.

11. LANDSCAPE MAINTENANCE REQUIREMENTS - PEST CONTROL

- a. At the Contractor's discretion and expense, pre-emergent herbicides may be applied to beds to reduce the number of weeds.
- b. When using pre- or post-emergent herbicides, the proper chemical must be selected to prevent damage to plants, especially ornamental grasses and sensitive groundcover plants.
- c. Tracer dye shall be used for purposes of verification of the herbicide application.
- d. Insecticides shall be applied two (2) times per year for control of pests. Ongoing visual inspection shall be made to correct any problems that may arise between scheduled applications. Identified infestations shall immediately be controlled when observed on trees and other plant material.
- e. Fire ant control shall be accomplished utilizing an insecticide on an as-needed basis.
- f. The Contractor shall comply with all federal, state, county, and local, regulations concerning the application of pesticides.
- g. All applications of pesticides and fertilizations will be performed when temperatures are below 90°F and wind drift is negligible. The Contractor will keep records on pests identified and treatment(s) rendered for control as required by law and provide copies of application records to the designated County representative.
- h. The cost of insect, disease and weed related pesticide applications shall be considered a part of the cycle maintenance costs.

EXHIBIT A

STATEMENT OF WORK

- i. Replacement of dead/damaged turf grass, trees and plants due to insufficient/incorrect pest control will be the sole responsibility and at the expense of the Contractor.
- j. All of the Contractor's employees applying chemicals shall be licensed or certified in accordance with all federal, state, county, and local requirements. Evidence of appropriate license shall be provided to the County representative at any time upon written or electronic notification.
- k. A summary of any pesticide applications shall be supplied to the County representative within three business days of such applications. All products to be used as part of the contract must be approved for use in advance by the designated County representative.
- l. The Contractor should report damage to existing facilities encountered during the contract period to ensure remediation of facilities when the Contractor's work is done.
- m. All pesticides and herbicides shall be applied in a manner consistent with the manufacturer's label and all federal, state, and local laws and guidelines, paying particular care to avoid any chemical drift according to label requirements.
- n. The Contractor shall be responsible for any damage to County property or adjoining public or private property as a result of chemical application, drift, and/or chemical spill.
- o. Public notification placard(s) shall be placed at all sites following pesticide or herbicide applications where required.
- p. The Contractor shall maintain a comprehensive file of all labels and Safety Data Sheets (SDS) for any chemical product used in this contract. The Contractor shall also provide a duplicate hardcopy of this same information to the County representative prior to usage.

EXHIBIT A

STATEMENT OF WORK

12. UNSPECIFIED LANDSCAPE MAINTENANCE WORK (ALLOWANCE):

- a. The work specified under this Section includes an allowance for any unspecified or unforeseen items related to landscape maintenance work not included in this scope of work but may be necessary as and when needed upon request of the county.
- b. Additional lawn/grounds maintenance may be requested from time to time during the term of the contract and shall be estimated per the Zone 4 price page - Unspecified Maintenance and Repair.
- c. Irrigation upgrades will be estimated according to the Zone 4 price page - Unspecified Maintenance and Repair.

E. STANDARD SERVICES AGREEMENT:

The awarded contractor will be required to execute a standard services agreement. A sample agreement is provided with the bid packet as a separate attachment. No exceptions to the standard services agreement will be allowed.

EXHIBIT B

INSURANCE REQUIREMENTS

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted vendor shall obtain and maintain, and require any sub-contractors 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, 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.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance. If Bidder does not currently meet insurance requirements, bidder 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.
 - b) Upon selection of vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements to **dguinta@pinellascounty.org** . If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
 - c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Bidder or their agent prior to the expiration date.
- (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this

EXHIBIT B

INSURANCE REQUIREMENTS

requirement to provide notice.

- (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder 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 Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third- party beneficiary of the subcontract. Bidder 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.
- h) 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. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (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 Contractor.

EXHIBIT B

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.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) 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(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

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

If Licensee/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.

EXHIBIT B

INSURANCE REQUIREMENTS

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

Limits

Combined Single Limit Per Occurrence	\$ 1,000,00
Products/Completed Operations Aggregate	\$ 2,000,00
Personal Injury and Advertising Injury	\$ 1,000,00
General Aggregate	\$ 2,000,00

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 1,000,00
General Aggregate	\$ 1,000,00

- (5) Pollution Legal/Environmental Legal Liability Insurance 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, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

- 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 herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

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

**SERVICES AGREEMENT
EXHIBIT C
PRICING SCHEDULE**

Zone 1																
Line Number	Bid Item Number	Zone 1 Facilities	Address	City	Zipcode	Maintenance Class of Service	Number of Annual Cycles	Turf Grass Area (Acre)	Unit Price	Landscape Area (Acre)	Unit Price	Hard Edge (Linear Ft)	Unit Price	Soft Edge (Linear Ft)	Unit Price	Annual Price
1	A-1	WE Dunn Facility	4100 Dunn Drive	Palm Harbor	34683	(a.) Facility	38	8.15	\$50.00	1.82	\$50.00	9,688	\$0.01	9,313	\$0.01	\$26,163.38
2	A-2	SK Keller Facility	3655 Keller Circle	Tarpon Springs	34689	(a.) Facility	38	12.7	\$50.00	0.50	\$50.00	10995.00	\$0.01	4971.00	\$0.01	\$31,147.08
3	A-3	North Booster Station	27707 US Highway 19 N	Clearwater	33761	(a.) Facility	38	3.49	\$50.00	0.18	\$50.00	3435.00	\$0.01	344.00	\$0.01	\$8,409.02
4	A-4	Trinity	3660 Trinity Boulevard	Tarpon Springs	34689	(a.) Facility	38	2.10	\$50.00	0.60	\$50.00	9688.00	\$0.01	9313.00	\$0.01	\$12,350.38
5	A-5	GMD South	6730 142nd Ave N	Largo	33771	(a.) Facility	38	3.59	\$50.00	0.40	\$50.00	3,54	\$0.01	500.00	\$0.01	\$7,772.35
															Annual Total	\$85,842.21

Zone 2																
Line Number	Line Item	Zone 2 Facilities	Address	City	Zipcode	Maintenance Class of Service	Number of Annual Cycles	Turf Grass Area (Acre)	Unit Price	Landscape Area (Acre)	Unit Price	Hard Edge (Linear Ft)	Unit Price	Soft Edge (Linear Ft)	Unit Price	Annual Price
6	A-154	McKay Creek Facility	14800 118th Ave N	Largo	34644	(a.) Facility	38	2.21	\$50.00	0.17	\$50.00	1962	\$0.01	1137	\$0.01	\$5,699.62
7	A-155	Water Quality - Logan	1620 Ridge Rd	Largo	33778	(a.) Facility	38	4.97	\$50.00	0.22	\$50.00	4391	\$0.01	371	\$0.01	\$11,670.56
8	A-156	Fat, Oil & Grease Building	10901 28th St N	St. Petersburg	33716	(a.) Facility	38	2.45	\$50.00	0.01	\$50.00	110	\$0.01	846	\$0.01	\$5,037.28
															TOTAL	\$22,407.46

Zone 3																
Line Number	Line Item	Zone 3 Facilities	Address	City	Zipcode	Maintenance Class of Service	Number of Annual Cycles	Turf Grass Area (Acre)	Unit Price	Landscape Area (Acre)	Unit Price	Hard Edge (Linear Ft)	Unit Price	Soft Edge (Linear Ft)	Unit Price	Annual Price
9	A-229	South Cross Bayou	7415 54th Ave N	St. Petersburg	33709	(a.) Facility	38	7.39	\$50.00	0.97	\$50.00	7521	\$0.01	15085	\$0.01	\$24,474.28
10	A-230	Gulf Beach Station	4501 Gulf Blvd	St. Pete Beach	33706	(a.) Facility	38	0.37	\$50.00	0.05	\$50.00	1469	\$0.01	371	\$0.01	\$1,497.20
															TOTAL	\$25,971.48

Unspecified Maintenance and Repair Applicable to Zones 1-4 as needed.						
Line Item	Unspecified Maintenance Repair	UOM	Unit Price	Estimated Hourly Annual Usage	Annual Price	
A-311	Supervisor Labor	Hourly	\$50.00	50.00	\$2,500.00	
A-312	Laborer Labor	Hourly	\$40.00	100.00	\$4,000.00	
A-313	Dump Truck	Hourly	\$60.00	25.00	\$1,500.00	
Line Item	Unspecified Materials and Rental Equipment		Estimated Annual Usage	Cost Plus%	Total Cost Plus %	
A-314	Materials at cost plus%		\$10,000.00	30.00%	\$13,000.00	
A-315	Rental Equipment - at cost plus %		\$5,000.00	10.00%	\$5,500.00	
					TOTAL	\$26,500.00

	Annual	Three Year Extended
Zone 1	\$85,842.21	\$257,526.63
Zone 2	\$22,407.46	\$67,222.38
Zone 3	\$25,971.48	\$77,914.44
Unspecified Maintenance and Repair Applicable to Zones 1-4	\$26,500.00	\$79,500.00
Total 3 Year Bid		\$482,163.45

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

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

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

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. 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.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.