

AGREEMENT

GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES AGREEMENT is made as of _____ (effective date) by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Smith Industries Inc DBA Smith Fence Company ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to ITB 23-0054-ITB-Services for Fencing, Gate Operators, and Handrails-A Tampa Bay Cooperative Contract; 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 provide Goods and 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, including, but not limited to data or information referenced in ITB 23-0054-ITB-Services, 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 the Statement of Work Exhibit 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. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

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3. 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, and the insurance coverage(s) required, within 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.

4. 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 Public Works Program Coordinator.
- 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** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. 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 goods and/or 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.

5. 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 36-months, or until termination of the Agreement, whichever occurs first.

B. Term Extension

The Parties may extend the term of this Agreement for one (1) additional twelve (12) 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.

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C. Price Adjustments

1. Initial Term- Duration of the contract shall be for a period of 36 months with unit prices adjustable at 12 months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Producer Price Index (PPI) or 10%, **whichever is less**, for Producer Price Index by Commodity: Metals and Metal Products: Cold Rolled Steel Sheet and Strip, Series Id: WPU101707, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 days prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above shall not be considered.

2. Term Extensions- The contract may be extended subject to written notice of agreement from the County and the Contractor for an additional 12-month period beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Producer Price Index (PPI) or 10%, **whichever is less**, for Producer Price Index by Commodity: Metals and Metal Products: Cold Rolled Steel Sheet and Strip, Series Id: WPU101707, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at the time the extension request from the County, utilizing the available index at the time of the request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above shall not be considered.

6. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

7. Delivery / Claims

Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

8. Inspection

In County's sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor's expense and are not to be replaced except upon receipt of written instructions from County.

9. Material Quality

All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within 24 hours of notice to the Contractor at no charge to County.

10. Material Safety Data

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

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11. Purchase Order Number

Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

12. Variation in Quantity

County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

13. Warranty

Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

14. Compensation and Method of Payment

- A. **Goods and Services Fee** - As total compensation for the Goods and Services, the County shall pay the Contractor the sums as provided in this Section Compensation and Method Payment ("Goods and 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 Goods and Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to provide Goods and perform all of the Services required by this Agreement. In no event will the Goods and Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$2,540,868.20 with an annual not to exceed expenditure of \$846,956.07, for Goods and Services completed and accepted herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, upon submittal of an invoice as required herein.

The following municipalities are the cooperative participants of this Tampa Bay Area Purchasing Cooperative contract:

- City of Clearwater
- City of Dunedin
- City of Pinellas Park
- City of Tarpons Springs
- Pinellas County School Board.

The Cooperative participants are responsible for the issuance of their own awards and funds. Cooperative participants' cumulative contract expenditures will not exceed the total sum of \$7,539,823.00 for the thirty-six (36) month term. Services shall be completed and accepted for the Cooperative locations as provided in Exhibit A herein, payable on a fixed-fee basis for the deliverable as set out in Exhibit C.

The combined County and Cooperative not-to-exceed expenditure for the thirty-six months term is \$10,080,691.20.

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 and Invoicing** - 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 to

the designated person as set out in the Notices Section herein.

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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.

15. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Department's Project Manager or designee, will have 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 Smith Industries Inc DBA Smith Fence Company. 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 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 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.

16. Discounts

Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

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 any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

18. 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.

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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 the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

19. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

20. 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.

21. Applicable Law and Venue

This Agreement and any and all purchases made hereunder 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.

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22. 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 stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

23. 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.

24. 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.

25. 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 Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 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 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 Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, 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.

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 Confidential Information Section of this Agreement; or 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 the 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

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1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

26. 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 the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

27. 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 agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

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

Clearwater, FL 33756

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Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

28. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 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.

29. Digital Accessibility

Contractor 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, Contractor 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, Contractor 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 Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- 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 Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

30. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, 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.

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- 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.

31. 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.

32. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

33. 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 (3) 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: Thomas Russell
Pinellas County
Purchasing Analyst Coordinator
400 South Fort Harrison Avenue
Clearwater, FL 33756

with a copy to:

Attn: Merry Celeste,
Purchasing and Risk Management Division Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

For Contractor:

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Attn: Gage Smith
Vice President
Smith Industries Inc DBA Smith Fence Company
4699 110th Avenue North
Clearwater, FL 33762

34. 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.

35. 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.

36. Amendment

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

37. 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.

38. 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.

39. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the

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performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

40. Entirety

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

(Signature Page Follows)

AGREEMENT

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

**Smith Industries Inc DBA Smith
Fence Company**

Name of Firm

By _____

By: *[Signature]*
Signature

Gage B. Smith
Print Name

V.P.
Title

APPROVED AS TO FORM

By: *Keiah Townsend*
Office of the County Attorney

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EXHIBIT A - STATEMENT OF WORK

1. **OBJECTIVE**

To provide security and safety materials and services for County owned and maintained properties; requirements include Cooperative participants.

2. **REQUIREMENTS**

1. **Job Quotes** – Prior to beginning work, Contractor will provide the requesting department with a quote that includes labor and materials to be used, as well as start date and completion time frame. Quotes must be approved by the department and a purchase order issued prior to initiation of work. All quotes will be provided within five (5) days from the date of request at no charge. Quotes for Emergency requests will be provided within the twenty-four (24) hour response time.

2. **Two (2) Man Crew with Tools** – All-inclusive rate billed at hourly unit price for:

a. Group 9 – Installation, removal, repair, and replacement of fencing

b. Group 11 – Additional Clearing per Hour – Bush Hog – Provide all labor and equipment (commercial grade) to excavate debris and vegetation within the work limits as directed by the County. Removal of vegetation does not include roots and rhizomes. This work includes removal of all trees that are less than 4" and located within the work area.

3. **Repairs -**

a. Repairs must be completed within two (2) weeks of receipt of standard purchase order or as otherwise scheduled by the County.

b. Contractor shall respond to the department's request by visiting the site within forty-eight (48) hours of notification. Job quote to be provided as per Exhibit A, 2 Requirements, 2. Job Quotes.

c. Emergency requests for temporary fencing for security purposes shall be responded to within twenty-four (24) hours with work completed in forty-eight (48) hours.

4. **Warranty** - Standard manufacturer's warranty shall be in effect for all materials incorporated into the work of this contract. Services/Work will be guaranteed for eighteen (18) months, after the date of completion of work order.

3. **SCOPE**

The Contractor shall provide all materials, tools, labor, supervision, quality control, vehicles, equipment, disposal fees, management and transportation necessary to perform this contract. All costs shall be factored into the individual line item unit price, measurable per the unit defined in the bid summary pages.

1. **Installation:** Installation of fence shall be in accordance with ASTM F 567 (<https://www.astm.org/f0567-14ar19.html>), and with the following:

a. Post spacing shall be spaced a maximum of 10'0"o.c. Terminal spans may be less, to a minimum of 7'0" in order to adjust line spans to even footage.

b. Post foundations (footings) shall be:

1) A minimum of 24" deep plus 3 inches for each increase in fabric height above 4 feet.

2) The diameter of the post foundation shall be four (4) times the post diameter.

3) If set into solid rock or concrete, the depth of the post hole shall be three (3) times the diameter of the post and the hole diameter shall be ½ inch greater than the diameter of the post.

4) Gate post foundations shall be in accordance with ASTM F 567, Table 2.

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2. **Bracing** - Horizontal brace rails shall be provided on each terminal, corner and gate post and shall extend from these posts to the first adjacent line post. Diagonal brace (truss) rods shall extend back to the terminal, corner, or gate post and shall be furnished with a tightener or turnbuckle.
 - a. No brace is required for fabric heights 6 feet or less where a top rail is used.
 - b. On all fabric heights greater than 6 feet, a brace rail is required, even if a top rail is used:
 - 1) When a top rail is used, attach the brace at the halfway point above grade.
 - 2) When a top rail is not used, attach the brace at the two-thirds point above grade.
 - 3) Pull posts shall be used as breaks in vertical grades of 15" and at approximately 330-foot centers except that this maximum may be reduced on curves where the degree of curvature is greater than 3°. Pull posts shall be braced in both directions.

3. Materials All materials shall be as described and conform to the specifications referenced below:

1. Referenced Specifications –

American Society for Testing and Measurements (ASTM):

A 121 – Metallic Coated Steel Barbed Wire

A.392 – Zinc – Coated Steel Chain Link Fence Fabric

A 491 – Aluminum-Coated Steel Chain Link Fence Fabric

A 824 – Metallic Coated Steel Mar celled Tension Wire for use with Chain Link Fence.

F 567 – Installation of Chain Link Fence

F 626 – Fence Fittings

F 668 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Chain Link Fence Fabric

F 900 – Industrial and Commercial Swing Gates

F 934 – Standard Colors for Polymer – Coated Chain Link Fence Materials

F 1043 – Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework

F 1083 – Pipe, Steel, Hot-Dipped Zinc-coated (Galvanized) Welded, for Fence Structures

F 1664 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Tension Wire used with Chain Link Fence

F 1665 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Barbed Wire used with Chain Link Fence

F 1910 – Long Barbed Tape Obstacles

2. Chain Link Fence Fabric -

- a. Galvanized chain link fence fabric shall be zinc-coated steel conforming to the requirements of American Society for Testing and Materials (ASTM) A 392.
 - 1) The coated wire diameter shall be 9-gage (0.148" ± 0.005").
 - 2) The mesh size of the woven fabric shall be 2" ± 1/8".
 - 3) The fabric height shall be from 4 feet to 12 feet, in one-foot increments, as indicated.
 - 4) The zinc coating weight shall be Class 1, not less than 1.2 oz. /ft. of uncoated wire surface.

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- 5) Fabric shall be supplied in rolls of not less than 50 ft. allowable variance –6”.
- b. Polyvinyl Chloride (PVC) coated steel chain link fence fabric shall conform to the requirements of ASTM F 668.
 - 1) The core wire diameter shall be 9-gage (0.148” ± 0.005”).
 - 2) The PVC coating shall be Class 2a, extruded and adhered.
 - 3) The fabric height shall be from 4 feet to 12 ft., in one-foot (ft.) increments, as indicated.
 - i. The PVC color shall be as indicated and conform to ASTM F 934.
 - ii. Fabric shall be supplied in rolls of not less than 25 ft. allowable variance –3”.
- c. Fabric heights greater than 12 ft. shall be woven from pre-coated strand with the following finishes:
 - 1) PVC coated steel in accordance with ASTM F 668.
 - 2) Aluminum coated steel in accordance with ASTM F 491.
3. Framework -
 - a. Framework shall be round tubular pipe in either of the following types:
 - 1) Type I-schedule 40 pipe conforming to the requirements of ASTM specifications F1083 and F1043 Group I-A, Type A, coating internal and external, minimum average zinc coating weight 1.8 oz./ft of surface.
 - 2) Type II- high strength pipe conforming to the requirements of ASTM specification F1043, Group I-C, heavy Industrial, Type B or D internal coating. Type B external coating.
 - 3) Framework for PVC coated chain link systems shall be either Type I, with supplemental PVC coating in accordance with ASTM 1043, or Type II, with supplemental polyester powder coating in accordance with ASTM F1043. Color shall be in accordance with ASTM F934.
 - 4) Allowable variance for outside diameter (o.d.) wall thickness, and weight per foot shall be as required by ASTM specifications F1043 and F1083.
 - b. Framework shall be of the following dimensions for the corresponding fence height and use:

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TABLE 1 - FRAMEWORK REQUIREMENTS

Fence Height Ft.	Description	NPS sizes	o.d. inches	Minimum Length of Post	Type I		Type II	
					Wall Inches	Weight lb./ft.	Wall in inches	Weight lb./ft.
4	End, corner, or pull post	2	2.375	6'6"	0.154	3.85	0.130	3.12
	Line post Rail	1-1/2	1.900	6'	0.145	2.72	0.120	2.28
	(if required)	1-1/4	1.660		0.140	2.27	0.110	1.84
5	End, corner or pull post Line Post	2	2.375	7'9"	0.154	3.65	0.130	3.12
		1-1/2	1.900	7'3"	0.145	2.72	0.120	2.28
		1-1/4	1.660		0.140	2.27	0.110	1.84
6	End, corner, or pull post Line post Rail	2	2.375	9'	0.154	3.65	0.130	3.12
	(if required)	1-1/2	1.900	8'6"	0.145	2.72	0.120	2.28
		1-1/4	1.660		0.140	2.27	0.110	1.84
7	End, corner or pull post Line post Rail	2 1/2	2.875	10'3"	0.203	5.79	0.160	4.64
	(if required)	2	2.375	9'9"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
8	End, corner or pull post Line post Rail	2 1/2	2.875	11'6"	0.203	5.79	0.160	4.64
	(if required)	2	2.375	11'	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
9	End, corner or pull post Line post Rail	2 1/2	2.875	12'9"	0.203	5.79	0.160	4.64
	(if required)	2	2.375	12'3"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84
10	End, corner or pull post Line post Rail	2 1/2	2.875	14'	0.203	5.79	0.160	4.64
	(if required)	2	2.375	13'6"	0.154	3.65	0.130	3.12
		1 1/4	1.660		0.140	2.27	0.110	1.84

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11	End, corner or pull post	2 1/2	2.875	15'3"	0.203	5.79	0.160	4.64
	Line post Rail	2	2.375	14'9"	0.154	3.65	0.130	3.12
	(if required)	1 1/4	1.660		0.140	2.27	0.110	1.84
12	End, corner or pull post	2 1/2	2.875	16'6"	0.203	5.79	0.160	4.64
	Line post Rail	2	2.375	16'	0.154	3.65	0.130	3.12
	(if required)	1 1/4	1.660		0.140	2.27	0.110	1.84

4. Gates -

a. Swing-gate frames shall be fabricated in accordance with ASTM specification F900 using either Type I or Type II round tubular pipe. For fabric heights 6 foot (ft.) or less-fabricate frames using NPS 1-1/4"

(1.660" o.d.) Pipe.

- 1) For fabric height over 6 ft.-fabricate frames using NPS 1-1/2" (1.900" o.d.) pipe.
- 2) Interior bracing, if required, shall be NPS 1-1/4 (1.660" o.d.) pipe.
 - i. Horizontal bracing is required for frames 5 ft. or higher.
 - ii. Vertical bracing required for frames 12' and wider. Vertical braces will have a maximum spacing of 8 ft.
 - iii. Fabric cover – the fabric used to cover the fence frame shall be the same type and quality as that used on the adjacent fence.
 - iv. Gates with barbed wire shall have vertical frames to accept three strands of barbed wire.
 - v. Gates posts shall be either Type I or Type II round tubular pipe in the following sizes for single swing gates or one leaf of double gates.
 - i. Length of gate posts shall be as for end, corner or pull posts, in Table 1, for the height of fence fabric.

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TABLE 2: GATE POST SIZES

Gate Fabric Height, ft.	Gate Leaf Width, ft.	Type 1 or Type II	
		NPS Size	o.d. inches
6 ft. or less	Up to and including 4 ft.	2	2.375
	Over 4 ft. to 10 ft.	2 ½	2.875
	Over 10 ft. to 18 ft.	4	4.00
Over 6 ft.	Up to and including 6 ft.	2 ½	2.875
	Over 6 ft. to 12 ft.	4	4.000
Over 6 ft. (Type I pipe only)	Over 12 ft. to 18 ft.	6	6.875
	Over 18 ft. to 24 ft.	8	8.875

5. **Braces** – corner, end (terminal) gate and pull posts for chain link fence shall be braced with a brace assembly consisting of:
 - a. NPS 1-1/4 (1.660" o.d.) pipe brace rail and
 - b. 3/8" truss rod with tightener, and
 - c. Other miscellaneous fittings to complete the installation.

6. **Tension Wire** -
 - a. Metallic coated tension wire
 - 1) Tension wire, top and/or bottom, if required, shall be 7 gauge steel wire.
 - 2) Tension wire shall conform to ASTM A824, Type II, zinc coated, Class 2.
 - b. PVC coated tension wire
 - 1) Tension wire, top and/or bottom, if required, shall conform to ASTM F 1664.
 - 2) The PVC coating class shall be Class 2a or 2b.

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- 3) The metallic coated core wire shall be either 9 gage (Class 2a coated) or 7 gage (Class 2b coated).

7. Barbed Wire -

- a. Metallic coated barbed wire.
- 1) Metallic coated barbed wire shall conform to ASTM A 121, Design Number 12-4-5-14R (12 ½ galvanized (gal) x 4 point barbs x 5 inch spacing, 14-gage round barbs).
 - 2) Coating shall be Type Z (zinc coated), Class 3.
- b. PVC coated barbed wire
- 1) PVC coated barbed wire shall conform to ASTM F 1665. Type I (Standard).
 - 2) The PVC coating class shall be Class 2a or Class 2b.
 - 3) The metallic coated core wire shall be 14 gage (0.080") and shall be zinc coated and shall have a zinc coating weight not less than 0.25 oz. /2ft.

8. Barbed Tape –

- a. Barbed tape shall be either 24" or 30 "single coil concertina.
- b. Barbed tape shall have stainless steel barbs and core wire.
- c. Barbed tape shall conform to the requirements of ASTM F 1910.
- d. The diameter of the barbed tape obstacle in packaged condition shall be [18", 24", 24/30" (double coil), 30", 36" 40" or 60"]. +/-2".
- e. The tape shall be fabricated from 0.025" [AISI 430 series stainless steel with a minimum Rockwell hardness of (30N) 37].
- f. Each loop shall contain barb clusters spaced 4" on center, and each barb cluster shall have 4 needle-sharp barbs with an average barb length of 1.2" as measured from the center of the cluster.
- g. Barbs [shall/shall not] be alternately offset from the tape centerline 0.15" to 0.45".
- h. The tape shall be permanently cold clenched a minimum of 230 around a 0.098" diameter [AISI 304 spring quality austenitic stainless steel core wire] having a minimum tensile strength of [180,000] psi.
- i. The finished reinforced barbed tape shall have two continuous cut-resistant strengthening flanges, which shall be cut away at each barb root to permit maximum barb penetration.
- j. Each roll will consist of [0, 31, 33, 51, 81, or 101] loops with adjacent loops clipped at [0, 3, 5, 7, or 8] equally spaced locations around the circumference to provide the concertina effect.
- k. These clips shall be fabricated from 0.065" x 0.375" stainless steel and shall be capable of withstanding a minimum pull load of 200 lbs.
- l. Each roll of barbed tape shall cover [10, 15, 20, 25 or 50] linear feet when properly installed.

9. Miscellaneous Fittings and Accessories -

- a. Fabric ties – 9-gauge aluminum alloy wire conforming to ASTM F 626.
- b. Other miscellaneous fittings such as post caps, rail ends, brace and tension bands, barbed wire arms and other fittings as may be necessary to complete the installation, shall be of pressed steel or malleable iron and shall conform to the requirements of ASTM F 626.

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10. **Wheatland Razor Tape – Sizes and Specifications -**

Product Name	Diameter		Tape Material	Core Wire	Loops per Roll	Clips per Roll	Weight per Roll		Length per Roll/ Attachment spacing	
	Inches	(mm)					(lbs.)	(kg)	(ft.)	(m)
Commercial Barrier	18	450	430 SS	Galv	33	————	12.4	5.6	50 ft @ 18"	15m @ 450 mm
	24	600	430 SS	Galv	33	———— —	16.5	7.5	50 ft @ 18"	15m @ 450 mm
Barrier	24	600	430 SS	Galv	31	3	15.6	7.1	20 ft @ 16"	6.1 m @ 400mm
	30	750	430 SS	Galv	31	3	19.5	8.8	20 ft @ 16"	6.1 m @ 400 mm
	36	900	430 SS	Galv	31	3	23.4	10.6	20 ft @ 16"	6.1 m @ 400 mm
Super Barrier	30	750	430 SS	304 SS	51	5	32.0	14.5	25 ft @ 12"	7.6 m @ 300 mm
	36	900	430 SS	304 SS	51	5	38.4	17.4	25 ft @ 12"	7.6 m @ 300 mm
	40	1,000	430 SS	304 SS	81	7	66.0	30.9	40 ft @ 12"	12 m @ 300 mm
	60	1,500	430 SS	304 SS	81	9	102.0	46.3	40 ft @ 12"	12 m @ 300 mm
Double Barrier	24/30	600/750	430 SS	Galv	31/31	3/3	35.1	15.9	20 ft @ 16"	6.1 m @ 400 mm
Triple Barrier	18/24/30	450/600/750	430SS	Galv	31/31/31	3/3/3	47.5	21.5	20 ft @ 16"	6.1 m @ 400 mm

11. **Vinyl Fencing: (White)**

- a. Fabric: 48" 6 GA., 2" Mesh KK Extruded PVC
- b. Top Rail: 1-5/8" O.D. Spectra SS-40 Pipe, 1.83 lbs. per foot. Top rail 21' inn length, joined with 1-5/8" vinyl coated sleeve.
- c. Line Post: 2" O.D. Spectra SS-40 Pipe, 2.28 lbs. per foot. Line posts set 10' on center maximum spacing. Concrete footing: 6" diameter, 18" depth.
- d. Terminal Post: 2-1/2" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot.
- e. Concrete footing: 6" diameter, 24" depth.
- f. Gates: SINGLE SWING GATE: Framework of 1-5/8" Spectra SS-40 pipe, 1.83 lbs per foot.

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DOUBLE SWING GATE: Framework of 1-5/8" Spectra SS-40 pipe, 1.83 lbs per foot.
Gates braced and trussed as necessary. Same fabric as fence.

- g. Gate Post: SINGLE SWING GATE: 2-1/2" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot. Concrete footing: 6" diameter, 24" depth.
- h. DOUBLE SWING GATE: 2-1/2" O.D. spectra SS-40 Pipe, 3.12 lbs. per foot.
- i. Concrete footing: 6" diameter, 24" depth.
- j. Tension Wire: 6 GA. Vinyl Coated Coil Spring Tension Wire attached to bottom of fence fabric with 9 GA. Vinyl coated steel hog ring spaced 24" on center.
- k. Fittings: Vinyl coated regular brace band & carriage bolt, vinyl coated combo rail-end, vinyl coated steel loop cap, vinyl coated aluminum cap, 3/16" X 3/4" vinyl coated steel tension bar, vinyl coated regular tension band & carriage bolt.
- l. Tie Wire: 8-1/2" 9GA. Vinyl steel tie wire spaced 15" on center for line posts & 24" on center for rails.
- m. Post Footing: Sakcrete concrete.

12. Handrail, Pedestrian and Bicycle:

The work and materials specified under this Section shall be constructed in accordance with the Florida Department of Transportation (FDOT) Design Standards Index 800 Series for Fencing and Pedestrian Railing as further described in the line items of Group 8.

Standards can be viewed at:

<https://www.fdot.gov/design/standardplans/current/default.shtm>

Work items include:

- a. New - Rail, Steel or Aluminum, Various with Hardware – Includes all hardware, brackets, end caps, and incidentals necessary to install new designated rail. Measured per linear foot.
- b. Replacement – Rail, Steel or Aluminum, Various - includes the removal of and disposal of unsalvageable damaged rail and replacement with new designated rail and includes all necessary hardware. Measured per linear foot.
- c. Maintenance of Traffic (MOT) – The Contractor shall be responsible to maintain traffic within the limits of the project for the duration of work in accordance with the requirements of the FDOT Design Standards, Index 600. Maintenance of traffic shall be factored into contract unit pricing.

13. Gate Operators:

- a. Gate Operator Equipment - Operator's manufacturers may be, but are not limited to: Viking, Hy-Security, Stanley, B&B, Chamberlain and Automation Corporation.
- b. Control Systems & Accessories - may be, but are not limited to: Door-King, IEI-Door-Gard, and EDKO in Ground Loop Detectors, AAID Long Range WEGAN Vehicle ID Readers, EDKO Photocells, DITK Surge Suppressors, Ground Rods and Safety Edge with Receiver & Transmitter.
- c. Pricing for Gate Operators will be based on a percentage (%) mark up from cost.
- d. Gate Operator Repairs – The contractor shall be required to respond (on site) within twenty-four (24) hours of notification to perform normal repairs or adjustments.

14. Unspecified Work:

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Unspecified work is defined as services that may be required due to unexpected conditions or events. Unspecified work is **Not Guaranteed** as part of the contract and must be properly authorized by the County before performed. Unspecified work includes but is not limited to additional parts not listed.

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EXHIBIT B - INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

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

2. INDEMNIFICATION

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

3. INSURANCE

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

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. 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.

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- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.
- 1) Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
- All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 3. Provide that County will be an additional indemnified party of the subcontract;
 4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 6. Assign all warranties directly to the County; and
 7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

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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 Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

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

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

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

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

- 4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

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

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total

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

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EXHIBIT C - PAYMENT SCHEDULE

GROUP 1 - CHAIN LINK FENCE FABRIC, W/ 1.2 OZ ZINC COATING PER SQ. FT., ASTM STANDARD.										
ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE	
1	4' 0" w ith line posts & top rails	1,482	2,100	3,582	FT	\$25.00	\$37,050.00	\$52,500.00	\$89,550.00	
2	6' 0" w ith line posts & top rails	5,191	19,500	24,691	FT	\$34.00	\$176,480.40	\$663,000.00	\$839,480.40	
3	6' 0" w ith tension w ire	144	750	894	FT	\$28.00	\$4,032.00	\$21,000.00	\$25,032.00	
4	6' 0" w ith top rail & 3 strands of barb w ire	575	4,000	4,575	FT	\$35.00	\$20,118.00	\$140,000.00	\$160,118.00	
5	7' 0" w ith line posts & top rails	3	0	3	FT	\$46.00	\$138.00	\$0.00	\$138.00	
6	8' 0" w ith line posts & top rails	479	5,600	6,079	FT	\$50.00	\$23,970.00	\$280,000.00	\$303,970.00	
7	10' 0" w ith line posts & top rails	32	800	832	FT	\$61.00	\$1,939.80	\$48,800.00	\$50,739.80	
8	12' 0" w ith line posts & top rails	211	250	461	FT	\$71.00	\$14,952.60	\$17,750.00	\$32,702.60	
TOTAL GROUP 1								\$278,680.80	\$1,223,050.00	\$1,501,730.80

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GROUP 2 - END & CORNER POSTS, COMPLETE W/ BRACES PER SPECIFICATIONS									
ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	4' end posts	53	60	113	EA	155.00	\$8,184.00	\$9,300.00	\$17,484.00
2	4' pull posts	4	35	39	EA	211.00	\$759.60	\$7,385.00	\$8,144.60
3	4' corner posts	38	45	83	EA	211.00	\$7,975.80	\$9,495.00	\$17,470.80
4	6' end posts	113	620	733	EA	175.00	\$19,845.00	\$108,500.00	\$128,345.00
5	6' pull posts	23	295	318	EA	239.00	\$5,449.20	\$70,505.00	\$75,954.20
6	6' corner posts	38	395	433	EA	239.00	\$9,034.20	\$94,405.00	\$103,439.20
7	7' end posts	19	0	19	EA	329.00	\$6,119.40	\$0.00	\$6,119.40
8	7' pull posts	1	0	1	EA	485.00	\$291.00	\$0.00	\$291.00
9	7' corner posts	8	45	53	EA	485.00	\$3,783.00	\$21,825.00	\$25,608.00
10	8' end posts	46	40	86	EA	361.00	\$16,461.60	\$14,440.00	\$30,901.60
11	8' pull posts	4	44	48	EA	525.00	\$1,890.00	\$23,100.00	\$24,990.00
12	8' corner posts	23	30	53	EA	525.00	\$11,970.00	\$15,750.00	\$27,720.00
13	10' 0" end posts	1	10	11	EA	400.00	\$240.00	\$4,000.00	\$4,240.00
14	10' 0" corner posts	4	10	14	EA	575.00	\$2,070.00	\$5,750.00	\$7,820.00
15	12' 0" end posts	4	5	9	EA	450.00	\$1,620.00	\$2,250.00	\$3,870.00
16	12' 0" pull posts	8	9	17	EA	600.00	\$4,680.00	\$5,400.00	\$10,080.00
17	12' 0" corner posts	4	5	9	EA	600.00	\$2,160.00	\$3,000.00	\$5,160.00
18	Addition of Welded Plate to Post w/Anchors, includes hardware	98	20	118	EA	75.00	\$7,380.00	\$1,500.00	\$8,880.00
TOTAL GROUP 2							\$109,912.80	\$396,605.00	\$506,517.80

GROUP 3 - VINYL FENCING, GATES, POSTS, TOP RAILS, AND CORNER POSTS W/HARDWARE (White)									
ITEM	DESCRIPTION	COUNTY 36 MONTH	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO- OP	TOTAL COMBINED (CONTRACT) PRICE
1	4' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	30	1850	1880	LF	\$18.00	\$540.00	\$33,300.00	\$33,840.00
2	6' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	1,500	7,900	9400	LF	\$23.00	\$34,500.00	\$181,700.00	\$216,200.00
3	8' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated	300	3,100	3400	LF	\$28.00	\$8,400.00	\$86,800.00	\$95,200.00
4	4' Vinyl coated fence system w/line post & top rail	150	4,900	5050	LF	\$30.00	\$4,500.00	\$147,000.00	\$151,500.00
5	4' Vinyl coated fence system w/out top rail	1	0	1	LF	\$30.00	\$18.00	\$0.00	\$18.00
6	6' Vinyl coated fence system w/line post & top rail	2,100	10,100	12200	LF	\$41.00	\$86,100.00	\$414,100.00	\$500,200.00
7	8' Vinyl coated fence system w/line post & top rail	6	2,000	2006	LF	\$59.00	\$354.00	\$118,000.00	\$118,354.00

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8	4' Vinyl coated end-pull-corner post	9	32	41	EA	\$188.00	\$1,692.00	\$6,016.00	\$7,708.00	
9	6' Vinyl coated end-pull-corner post	45	798	843	EA	\$222.00	\$9,990.00	\$177,156.00	\$187,146.00	
10	8' Vinyl coated end-pull-corner post	2	223	225	EA	\$582.00	\$1,047.60	\$129,786.00	\$130,833.60	
11	6' White PVC tongue and groove fence (Specifications Attached)	90	800	890	LF	\$47.00	\$4,230.00	\$37,600.00	\$41,830.00	
12	4' x 4' single vinyl coated gate	3	26	29	EA	\$650.00	\$1,950.00	\$16,900.00	\$18,850.00	
13	4' x 6' single vinyl coated gate	2	28	30	EA	\$700.00	\$1,260.00	\$19,600.00	\$20,860.00	
14	4' x 8' single vinyl coated gate	6	26	32	EA	\$800.00	\$4,800.00	\$20,800.00	\$25,600.00	
15	6' x 4' single vinyl coated gate	5	48	53	EA	\$700.00	\$3,360.00	\$33,600.00	\$36,960.00	
16	6' x 6' single vinyl coated gate	6	40	46	EA	\$875.00	\$5,250.00	\$35,000.00	\$40,250.00	
17	6' x 8' single vinyl coated gate	1	17	18	EA	\$1,000.00	\$600.00	\$17,000.00	\$17,600.00	
18	8' x 4' single vinyl coated gate	3	20	23	EA	\$875.00	\$2,625.00	\$17,500.00	\$20,125.00	
19	8' x 6' single vinyl coated gate	3	20	23	EA	\$1,025.00	\$3,075.00	\$20,500.00	\$23,575.00	
20	8' x 8' single vinyl coated gate	3	20	23	EA	\$1,175.00	\$3,525.00	\$23,500.00	\$27,025.00	
21	4' x 6' w hite PVC gate w /gate post and hardw are	2	5	7	EA	\$900.00	\$1,620.00	\$4,500.00	\$6,120.00	
22	5' x 6' w hite PVC gate w /gate post and hardw are	2	8	10	EA	\$925.00	\$1,665.00	\$7,400.00	\$9,065.00	
23	6' x 6' w hite PVC gate w /gate post and hardw are	2	8	10	EA	\$925.00	\$1,665.00	\$7,400.00	\$9,065.00	
24	6' x 10' w hite PVC gate w /sw ing	1	3	4	EA	\$1,125.00	\$675.00	\$3,375.00	\$4,050.00	
25	Deduction to exclude Top Rail	6	10	16	LF	\$2.00	\$12.00	\$20.00	\$32.00	
TOTAL GROUP 3								\$183,453.60	\$1,558,553.00	\$1,742,006.60

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GROUP 4 - ADDITIONAL FENCING MATERIALS

ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	6' Privacy Fencing Material, PDS vinyl slat	39	1,595	1,634	LF	\$16.00	\$624.00	\$25,520.00	\$26,144.00
2	8' Privacy Fencing Materials, PDS vinyl slat	60	120	180	LF	\$20.00	\$1,200.00	\$2,400.00	\$3,600.00
3	6' Wood Stockade (Pressure Treated Pine)	12	0	12	LF	\$21.00	\$252.00	\$0.00	\$252.00
4	8" Wood Stockade (Pressure Treated Pine)	15	0	15	LF	\$23.00	\$345.00	\$0.00	\$345.00
5	4' Field Fence (FDOT Specifications Attached) Fence Type A	4,800	8200	13,000	LF	\$34.00	\$163,200.00	\$278,800.00	\$442,000.00
6	Razor Wire, 30"	8	20	28	50' Roll	\$1,200.00	\$9,360.00	\$24,000.00	\$33,360.00
7	Barbed Wire, metallic	8	100	108	50' Roll	\$450.00	\$3,510.00	\$45,000.00	\$48,510.00
8	Barbed Wire, PVC coated	8	0	8	50' Roll	\$600.00	\$4,680.00	\$0.00	\$4,680.00
9	Roller Chain #40 Steel	15	10	25	LF	\$125.00	\$1,875.00	\$1,250.00	\$3,125.00
TOTAL GROUP 4							\$185,046.00	\$376,970.00	\$562,016.00

GROUP 5A - GATES, INCLUDING POSTS & HARDWARE FOR 4' 0" FENCE

ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	3	6	9	EA	\$2,660.00	\$7,980.00	\$15,960.00	\$23,940.00
2	20' cantilever gate	3	5	8	EA	\$2,850.00	\$8,550.00	\$14,250.00	\$22,800.00
3	24' cantilever gate	3	5	8	EA	\$3,050.00	\$9,150.00	\$15,250.00	\$24,400.00
4	12' single sw ing gate	3	8	11	EA	\$850.00	\$2,550.00	\$6,800.00	\$9,350.00
5	10' single sw ing gate	3	6	9	EA	\$725.00	\$2,175.00	\$4,350.00	\$6,525.00
6	8' single sw ing gate	6	10	16	EA	\$685.00	\$4,110.00	\$6,850.00	\$10,960.00
7	6' single sw ing gate	6	32	38	EA	\$650.00	\$3,900.00	\$20,800.00	\$24,700.00
8	4' single sw ing gate	6	17	23	EA	\$575.00	\$3,450.00	\$9,775.00	\$13,225.00
TOTAL GROUP 5A							\$41,865.00	\$94,035.00	\$135,900.00

GROUP 5B - GATES, INCLUDING POSTS & HARDWARE FOR 6' 0" FENCE

ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	5	9	14	EA	\$3,240.00	\$15,552.00	\$29,160.00	\$44,712.00
2	20' cantilever gate	5	4	9	EA	\$3,530.00	\$16,944.00	\$14,120.00	\$31,064.00
3	12' single sw ing gate	5	11	16	EA	\$1,050.00	\$5,040.00	\$11,550.00	\$16,590.00
4	10' single sw ing gate	5	21	26	EA	\$850.00	\$4,080.00	\$17,850.00	\$21,930.00
5	8' single sw ing gate	10	36	46	EA	\$800.00	\$7,680.00	\$28,800.00	\$36,480.00
6	6' single sw ing gate	28	64	92	EA	\$730.00	\$20,586.00	\$46,720.00	\$67,306.00
7	4' single sw ing gate	14	45	59	EA	\$625.00	\$9,000.00	\$28,125.00	\$37,125.00
8	20' slide gate	5	13	18	EA	\$1,860.00	\$8,928.00	\$24,180.00	\$33,108.00
TOTAL GROUP 5B							\$87,810.00	\$200,505.00	\$288,315.00

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GATE 5C - GATES, INCLUDING POSTS & HARDWARE FOR 7' 0" FENCE

ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	2	13	15	EA	\$3,450.00	\$6,210.00	\$44,850.00	\$51,060.00
2	24' cantilever gate	2	10	12	EA	\$4,150.00	\$7,470.00	\$41,500.00	\$48,970.00
3	12' single sw ing gate	2	13	15	EA	\$1,100.00	\$1,980.00	\$14,300.00	\$16,280.00
4	10' single sw ing gate	2	18	20	EA	\$1,035.00	\$1,863.00	\$18,630.00	\$20,493.00
5	8' single sw ing gate	2	18	20	EA	\$950.00	\$1,710.00	\$17,100.00	\$18,810.00
6	6' single sw ing gate	2	43	45	EA	\$785.00	\$1,413.00	\$33,755.00	\$35,168.00
7	4' single sw ing gate	2	43	45	EA	\$715.00	\$1,287.00	\$30,745.00	\$32,032.00
TOTAL GROUP 5C							\$21,933.00	\$200,880.00	\$222,813.00

GROUP 5D - GATES, INCLUDING POST & HARDWARE FOR 8' 0" FENCE

ITEM	DESCRIPTION	COUNTY 36 MONTH	CO-OP 360 MONTH	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	1	6	7	EA	\$3,725.00	\$2,235.00	\$22,350.00	\$24,585.00
2	24' cantilever gate	2	5	7	EA	\$4,525.00	\$8,145.00	\$22,625.00	\$30,770.00
3	12' single sw ing gate	1	6	7	EA	\$1,190.00	\$714.00	\$7,140.00	\$7,854.00
4	10' single sw ing gate	1	6	7	EA	\$1,090.00	\$654.00	\$6,540.00	\$7,194.00
5	8' single sw ing gate	2	14	16	EA	\$1,100.00	\$1,980.00	\$15,400.00	\$17,380.00
6	6' single sw ing gate	5	19	24	EA	\$825.00	\$3,960.00	\$15,675.00	\$19,635.00
7	4' single sw ing gate	6	21	27	EA	\$750.00	\$4,500.00	\$15,750.00	\$20,250.00
TOTAL GROUP 5D							\$22,188.00	\$105,480.00	\$127,668.00

GROUP 5E - GATES, INCLUDING POST & HARDWARE FOR 10' 0" FENCE

ITEM	DESCRIPTION	COUNTY 36 MONTH	CO-OP 360 MONTH QTY	TOTAL 36 MONTH QTY	UOM	TOTAL	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	1	1	2	EA	\$4,225.00	\$2,535.00	\$4,225.00	\$6,760.00
2	24' cantilever gate	2	1	3	EA	\$5,230.00	\$9,414.00	\$5,230.00	\$14,644.00
3	12' single sw ing gate	1	2	3	EA	\$1,350.00	\$810.00	\$2,700.00	\$3,510.00
4	10' single sw ing gate	1	2	3	EA	\$1,250.00	\$750.00	\$2,500.00	\$3,250.00
5	8' single sw ing gate	2	6	8	EA	\$1,150.00	\$2,070.00	\$6,900.00	\$8,970.00
6	6' single sw ing gate	5	10	15	EA	\$925.00	\$4,440.00	\$9,250.00	\$13,690.00
7	4' single sw ing gate	6	10	16	EA	\$825.00	\$4,950.00	\$8,250.00	\$13,200.00
TOTAL GROUP 5E							\$24,969.00	\$39,055.00	\$64,024.00

GROUP 5F - GATES, INCLUDING POST & HARDWARE FOR 12' 0" FENCE

ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	16' cantilever gate	2	1	3	EA	\$4,730.00	\$8,514.00	\$4,730.00	\$13,244.00
2	24' cantilever gate	2	1	3	EA	\$5,930.00	\$10,674.00	\$5,930.00	\$16,604.00
3	12' single sw ing gate	2	3	5	EA	\$1,515.00	\$2,727.00	\$4,545.00	\$7,272.00
4	10' single sw ing gate	2	2	4	EA	\$1,395.00	\$2,511.00	\$2,790.00	\$5,301.00
5	8' single sw ing gate	2	3	5	EA	\$1,275.00	\$2,295.00	\$3,825.00	\$6,120.00
6	6' single sw ing gate	1	4	5	EA	\$1,000.00	\$600.00	\$4,000.00	\$4,600.00
7	4' single sw ing gate	2	5	7	EA	\$885.00	\$1,593.00	\$4,425.00	\$6,018.00
8	Wheel Assembly, 5", for Roll Gate, w /hardw are	15	9	24	EA	\$215.00	\$3,225.00	\$1,935.00	\$5,160.00
9	Wheel Assembly, 8", for Roll Gate, w /hardw are	15	9	24	EA	\$230.00	\$3,450.00	\$2,070.00	\$5,520.00
TOTAL GROUP 5F							\$35,589.00	\$34,250.00	\$69,839.00

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GROUP 6 – HANDRAIL - PEDESTRIAN AND BICYCLE:

ITEM	DESCRIPTION	COUNTY 36 - MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE COUNTY	TOTAL PRICE CO-OP	TOTAL COMBINED (CONTRACT) PRICE
1	3 Rail Steel Handrail – FDOT Index No. 800 Bicycle w/hardw are	36	510	546	LF	\$97.00	\$3,492.00	\$49,470.00	\$52,962.00
2	3 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardw are	24	730	754	LF	\$96.00	\$2,304.00	\$70,080.00	\$72,384.00
3	2 Rail Steel – FDOT Index No. 880 Pedestrian w/hardw are	15	1,040	1055	LF	\$95.00	\$1,425.00	\$98,800.00	\$100,225.00
4	2 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardw are	375	1,650	2025	LF	\$94.00	\$35,250.00	\$155,100.00	\$190,350.00
5	REPLACE - 3 Rail Steel Handrail – FDOT Index No. 800 Bicycle w/hardw are	75	50	125	LF	\$100.00	\$7,500.00	\$5,000.00	\$12,500.00
6	REPLACE - 3 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardw are	270	300	570	LF	\$99.00	\$26,730.00	\$29,700.00	\$56,430.00
7	REPLACE - 2 Rail Steel – FDOT Index No. 860 Pedestrian w/hardw are	15	50	65	LF	\$99.00	\$1,485.00	\$4,950.00	\$6,435.00
8	REPLACE - 2 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardw are	150	500	650	LF	\$97.00	\$14,550.00	\$48,500.00	\$63,050.00
9	REPLACE - 2 Rail Steel – FDOT Index No. 880 Pedestrian w/hardw are	15	10	25	LF	\$99.00	\$1,485.00	\$990.00	\$2,475.00
TOTAL GROUP 6							\$94,221.00	\$462,590.00	\$556,811.00

GROUP 7 – GATE OPERATORS

COUNTY 36 MONTH USAGE	CO-OP 36 MONTH QTY	TOAL 36 MONTH QTY	MARK UP FROM COST	Total Cost
\$335,000.00	\$216,000.00	\$551,000.00	40%	\$ 771,400.00

GROUP 8 – REMOVAL AND DISPOSAL OF OLD FENCE UP TO AND INCLUDING 6' HIGH

ITEM	DESCRIPTION	COUNTY 36 MONTH	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL COMBINED
							COUNTY	CO-OP	CONTRACT PRICE
1	Removal of Old Fence up to and including 6' high	2,100	5,000	7,100	LF	\$5.00	\$10,500.00	\$25,000.00	\$35,500.00
TOTAL GROUP 8							\$10,500.00	\$25,000.00	\$35,500.00

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GROUP 9 - INSTALLATION AND REMOVAL OF FENCING (Includes Temporary)

ITEM	DESCRIPTION	COUNTY 36 MONTH QUANTITY	CO-OP 36 MONTH	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL COMBINED
							COUNTY	CO-OP	CONTRACT PRICE
1	RATE CHARGES MONDAY THROUGH FRIDAY 8:00 A.M. – 5:00 P.M. (straight time)	1,590	5,850	7,440	Hour	\$125.00	\$198,750.00	\$731,250.00	\$930,000.00
2	RATE CHARGES MONDAY THROUGH FRIDAY	39	108	147	Hour	\$200.00	\$7,800.00	\$21,600.00	\$29,400.00
	(over time/Holiday)	0							
TOTAL GROUP 9							\$206,550.00	\$752,850.00	\$959,400.00

GROUP 10 – REPAIR AND REPLACEMENT OF FENCING

ITEM	DESCRIPTION	COUNTY 36 MONTH	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL COMBINED
							COUNTY	CO-OP	CONTRACT PRICE
1	RATE CHARGES	450	16,392	16,842	Hour	\$125.00	\$56,250.00	\$2,049,000.00	\$2,105,250.00
TOTAL GROUP 10							\$56,250.00	\$2,049,000.00	\$2,105,250.00

GROUP 11 ADDITIONAL CLEARING PER HOUR:

ITEM	DESCRIPTION	COUNTY 36 MONTH QTY	CO-OP 36 MONTH QTY	TOTAL 36 MONTH QTY	UOM	UNIT PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL COMBINED
							COUNTY	CO-OP	CONTRACT PRICE
1	CLEARING WITH BUSH HOG	21	42	63	Hour	\$500.00	\$10,500.00	\$21,000.00	\$31,500.00
TOTAL GROUP 11							\$10,500.00	\$21,000.00	\$31,500.00

UNSPECIFIED WORK (36 Months)	\$400,000.00
% Mark-Up from Cost	40%

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3 Year Totals			
	County Total	Coop Total	County and COOP Total
TOTAL GROUP 1:	\$278,680.80	\$1,223,050.00	\$1,501,730.80
TOTAL GROUP 2	\$109,912.80	\$396,605.00	\$506,517.80
TOTAL GROUP 3	\$183,453.60	\$1,558,553.00	\$1,742,006.60
TOTAL GROUP 4	\$185,046.00	\$376,970.00	\$562,016.00
TOTAL GROUP 5A	\$41,865.00	\$94,035.00	\$135,900.00
TOTAL GROUP 5B	\$87,810.00	\$200,505.00	\$288,315.00
TOTAL GROUP 5C	\$21,933.00	\$200,880.00	\$222,813.00
TOTAL GROUP 5D	\$22,188.00	\$105,480.00	\$127,668.00
TOTAL GROUP 5E	\$24,969.00	\$39,055.00	\$64,024.00
TOTAL GROUP 5F	\$35,589.00	\$34,250.00	\$69,839.00
TOTAL GROUP 6	\$94,221.00	\$462,590.00	\$556,811.00
TOTAL GROUP 7	\$771,400.00	\$0.00	\$771,400.00
TOTAL GROUP 8	\$10,500.00	\$25,000.00	\$35,500.00
TOTAL GROUP 9	\$206,550.00	\$752,850.00	\$959,400.00
TOTAL GROUP 10	\$56,250.00	\$2,049,000.00	\$2,105,250.00
TOTAL GROUP 11	\$10,500.00	\$21,000.00	\$31,500.00
TOTAL FOR GROUPS 1 THROUGH 11	\$2,140,868.20	\$7,539,823.00	\$9,680,691.20
UNSPECIFIED WORK	\$400,000.00		\$400,000.00
	County 3 Year Total	Co-op 3 year total	County and Co-op 3 year total
GRAND TOTAL	\$2,540,868.20	\$7,539,823.00	\$10,080,691.20

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EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR 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 Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR 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:

Contractor 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).

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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 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 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 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 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.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 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.