

AGREEMENT**GOODS AND SERVICES AGREEMENT**

THIS GOODS AND SERVICES AGREEMENT is made as of **Click or tap to enter a date.** (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Viktor Construction Corp. ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to ITB 23-0145-ITB-Services for Painting Services for Building Exteriors, Infrastructure Systems, and Pressure Washing; 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 23-0145-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 Facility Manager.
- 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 thirty-six (36) months, or until termination of the Agreement, whichever occurs first.

- B. **Term Extension**

The Parties may extend the term of this Agreement for one (1) additional twenty-four (24) month period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

- C. **Price Adjustments**

- 1. During the Initial Term, unit prices will be adjustable (decrease/increase) at twelve (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 Consumer Price Index (CPI), or 5%, wherever is less, for all Urban Consumers, Series Id: CUUR0000SA0, 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

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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 will allow for annual price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, wherever is less, for all Urban Consumers, Series Id: CUUR0000SA0, 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. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should 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 that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may 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.

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.

AGREEMENT**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 \$2,683,500.00, with an annual not to exceed expenditure of \$894,500.00 per year, for Goods and Services completed and accepted herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C-Payment Schedule, upon submittal of an invoice as required herein.
- D. **Travel Expenses** - The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- E. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- F. **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.

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 Facility 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 Viktor Construction Corp. 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 or 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.

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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 their subcontractor(s) 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) they shall immediately terminate the contract with the person or entity.

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

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

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.

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.

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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

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

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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

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

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- 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.
- 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:

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Attn:

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:

Attn: Nickitas Kavouklis

Viktor Construction Corp

1101 Sunset Dr.

Tarpon Springs, FL 34689

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 Contractor 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.

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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 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. Order of Precedence

All Exhibits referenced and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. Exhibit B-Insurance Requirements
- C. Exhibit C-Payment Schedule
- D. Exhibit A-Statement of Work.
- E. Exhibit D-Payment/Invoices
- F. Exhibit E-Dispute Resolution for Pinellas County Board of County Commissioners In Matters of Invoice Payments.

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

41. 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

Viktor Construction Corp

Name of Firm



By:

Signature

Nickitas Kavouklis

Print Name

President

Title

By _____

APPROVED AS TO FORM

By: Keiah Townsend

Office of the County Attorney

AGREEMENT

EXHIBIT A - STATEMENT OF WORK**A. OBJECTIVE**

Establish a contract for exterior and infrastructure painting and coating to maintain County property, maximizing longevity of County buildings and assets.

B. REQUIREMENTS

1. Contractor must have a Painting Specialty Contractor License (obtained through the Pinellas County Construction Licensing Board) and employ painters skilled in applications of the specified products. **A copy of the license must be provided prior to award.**
2. Contractor must have successfully completed a minimum of five (5) commercial painting projects with a contract amount over \$10,000.00 within the past three (3) years. **A list of projects proving compliance with this requirement must be provided prior to award.**
3. Contractor must have proven satisfactory experience in commercial painting and provide evidence of satisfactory services (i.e., references, public comments, re-award, etc.). **A combination of least four (4) references, public comments, or re-awards must be presented prior to award.**
4. Contractor is to conform to all workplace safety regulations for storage, mixing, application, and disposal of all paint related materials through adherence to the requirements of those authorities having jurisdiction.
5. Contractor is to conform to all Industrial Health and Safety regulations and precautions in accordance with the latest requirements edition by OSHA, DEP and/or other authorities having jurisdiction.
6. Contractor will not perform painting work unless environmental conditions are within manufacturer's requirements or adequate weather protection is provided.
7. Prior to commencement of work, Contractor is to thoroughly examine all conditions and surfaces to be painted and report, in writing, to the County any conditions or surfaces that will adversely affect work in the area.
8. Contractor is to conform to all manufacturer's coatings system application requirements pertaining to wet and dry mil thickness, spread rates, dry times, recoat windows, and related systems procedures.
9. All personnel must be attired in a company uniform and carry identification cards or name tags. Personnel not in compliance may be dismissed from the job site with no compensation to the Contractor.
10. Contractor shall be responsible for notifying the County, in writing, of any conditions detrimental to the proper and timely completion of the work. Contractor shall not proceed with any work until unsatisfactory conditions have been corrected in a manner acceptable to Contractor.
11. Prior to starting work, the Contractor must provide the requesting department a written quote, at no charge, including estimated labor hours and exact quantity and type of materials to be used on the project, as well as a start date and completion time frame. This quote must be approved by the requesting department and a purchase order (PO) issued prior to initiation of work. All quotes shall be provided within five (5) days from the date of request. Modifications cannot be made to any work for which a purchase order was issued unless a written request for modifications is submitted to the requesting department and approved via change order (revision) to an existing PO or receipt of a new PO.

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- 12. SECURITY REQUIREMENTS/BACKGROUND CHECKS/ACCESS BADGES:** All Contractor employees are required to submit for a background check. The background check process shall be completed, and all paperwork submitted to County at the pre-commencement meeting prior to the start of the contract. The Contractor shall be responsible for all costs associated with the background checks. A valid driver's license and Social Security card are required for completing the background check and obtaining a security clearance.

Step One – The Contractor shall obtain a Level One Criminal History records Check through the Florida Department of Law Enforcement (FDLE) for each assigned employee.

Step Two – The Contractor shall submit the FDLE Records Check along with a copy of the driver's license, Social Security card, and completed Sheriff's Office Security Clearance Application, for each employee, to the County Contract Manager at the pre-commencement meeting. The Pinellas County Sheriff's Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for Contractor employees.

Step Three – The County Contract Manager will communicate the results of the Sheriff's Office review to the Contractor.

A list of all assigned personnel, showing the employee's full name, address, telephone number, date and place of birth, and driver's license number shall be submitted to the County Contract Manager. This list is to be kept up to date by the Contractor and the list must be submitted in writing to the County Contract Manager every time there is a change to assigned personnel.

The Contractor shall provide an updated FDLE Level One Criminal History Records Check for all personnel on an annual basis. The annual updates are to be sent to the County Contract Manager for review by the Sheriff Office. Background check updates shall remain on file at the Contractor's location for three (3) years from the date of the last invoice.

The County will issue a limited number of temporary access cards for use by the Contractor. The Contractor will assign these access cards to their employees. When the contract is awarded, the Contractor and County Contract Manager will finalize the number of temporary access cards required and have the cards issued to the Contractor.

The Contractor will notify the County Contract Manager immediately when a temporary access card is lost so that the temporary access card can be disabled. It shall be the responsibility of the Contractor to pay for the replacement temporary access cards at the rate of \$10.00 per badge. The Contractor shall return all temporary access cards to the County when employees are dismissed or terminated.

Contractor employees may not grant access to any person or persons to any of the secured areas of the County.

C. SCOPE OF WORK

The Contractor is to provide commercial exterior and infrastructure painting services on an as needed basis, furnishing all labor, tools, equipment, transportation, and materials at multiple facilities within the County. Most of the work will require the application of two (2) coats of paint; however, the County may have exterior painting that requires a variety of painting services, including historic structures. Confirmation of the exact buildings, equipment, size and/or the type of painting services by location cannot be provided.

1. Contractor will supervise and direct work using their best skill and attention and is solely responsible for all work assigned to them by the County.
2. Equipment rentals are to be billed to the County as a "pass through" expense with no Contractor markup. A copy of the rental receipt must be provided to the County as backup to the invoice upon completion of the purchase order.
3. Contractor provides and pays for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and any other facilities and services necessary for the

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proper execution and completion of the project, whether temporary or permanent, and whether or not incorporated or to be incorporated in the project.

- a) Materials purchased by the Contractor that are not considered tools (i.e., consumables such as paint, and caulk, etc.) will be reimbursed at cost.
 - b) Contractor is required to obtain a contractor's discount to be applied to reimbursable consumables such as paint and caulk purchases, and such discount shall be included on the invoice.
 - c) This is an allowance for consumables, paint, and equipment rentals to be reimbursed based on the cost to the Contractor.
 - d) Provide the original material invoices in support of the invoice presented for reimbursement.
 - e) Reimbursable consumables such as paint and caulk, etc., for each purchase order must be delivered to the site with the receipts/material invoices and verified by a county site representative to sign off on the receipts/material invoices.
 - f) Cost for items considered tools (i.e., brushes, tape, rollers, drop cloths, etc.) will NOT be reimbursed by the County.
4. Contractor will use all new materials and equipment furnished under this contract unless otherwise specified, and all work will be of good quality, free from faults and defects and in conformance with the project specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall furnish, at the pre-commencement meeting, satisfactory evidence as to the kind and quality of materials and equipment will be utilized.
 5. At all times the contractor must keep the worksite free of accumulation of waste materials or rubbish caused by the work in progress. Upon completion of the work, Contractor shall remove all material/rubbish from the County's property, as well as all tools, equipment, machinery, and surplus materials.

D. PAINT REQUIREMENTS

1. All materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) must be products that are listed in the latest edition of the **MPI (Master Painters Institute)** Approved Product List and must be from a single manufacturer for each system used.
2. Other paint materials such as linseed oil, shellac, turpentine, etc. must be the highest quality product of an approved manufacturer listed in the **MPI** Approved Product List and shall be compatible with other coating materials as required.
3. All materials and paints must be lead free and mercury free.
4. Where required, paint products are to meet "**MPI** Environmentally Friendly" ratings based on VOC (EPA Method 24) content levels.
5. All paint materials must have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc.
6. Where required, paints and coatings must meet flame spread and smoke developed ratings designated by local Code requirements.

E. PAINT PREPARATION

Contractor must remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.

F. MATERIAL PREPARATION AND TINTING

1. Contractor must mix and prepare paint materials according to manufacturer's written instructions.
 - a) Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 - b) Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.

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- c) Use only thinners approved by paint manufacturer and only within recommended limits.
2. Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat but provide sufficient differences in shade of undercoats to distinguish each separate coat.

G. SAMPLES

Samples shall be provided to, and approved by, the County project manager for each project prior to commencement of the work, according to the process listed below.

1. Product Data: For each paint system indicated (to include block fillers and primers):
 - a) Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
 - b) Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
2. Samples for Initial Selection: For each type of finish-coat material indicated. After color selection, County project representative will furnish color chips for surfaces to be coated.
3. Samples for Verification: For each color and material to be applied, with texture to simulate actual conditions on representative samples of the actual substrate.
 - a) Provide stepped samples defining each separate coat, including block fillers and primers.
 - b) Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
 - c) Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.
 - d) Submit invoice list of all paint materials ordered for project work to the County's project representative indicating manufacturer, types and quantities for verification and compliance with specification and design requirements if requested.

H. SURFACE AND SITE PREPARATION

All shrubbery, outside carpeting, sprinkler systems, etc. shall be fully protected against damage during each stage of the painting project. Contractor shall ensure that vehicles are parked a sufficient distance from the work area so they will not be hit with coating spatter, drips, or overspray. Where air movement may result in overspray drift, the Contractor shall use targets to ensure protection of surrounding surfaces, including but not limited to, County owned property, employee-owned vehicles, structures, and vehicles on property surrounding or in close proximity to the project site. Targets shall be closely monitored by Contractor Project Supervisor to ensure work ceases when evidence of overspray drift is observed on targets.

Before applying paint or other surface treatments, Contractor will clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces. Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified. Provide barrier coats over incompatible primers or remove and re-prime. Previous coatings that are loose or peeling, or that have a questionable bond to the substrate must be removed down to a solid surface. Where elastomeric coatings were previously used, tests should be made with a scraper to assure proper adhesion. If proper surface preparation underneath the elastomeric coating was not properly done, the elastomeric should be peeled off with at least 3000 psi and with hand methods as necessary.

1. Cementations Materials: Prepare concrete, concrete unit masonry, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation. Use abrasive blast-cleaning methods if recommended by paint manufacturer. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces if moisture content exceeds that permitted in manufacturer's written instructions.

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2. Ferrous Metals: Clean un-galvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the Society of Protective Coatings (SSPC) recommendations. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 6/NACE No. 3. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
3. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods. Existing surfaces shall be tested to determine the existing thickness with a recommendation for the thickness coverage of the new coating system.

I. CAULKING REMOVAL

1. All construction joints, expansion joints, inside angles or changes of direction, junctions of dissimilar materials (such as wood to stucco, metal to stucco, etc.), through wall penetrations (such as pipes, conduit, anchor bolts, etc.), window, all 90 degree angles on the top-side of all window sills, junction of the metal cap where one piece overlaps another, door, and slab joints shall be carefully inspected for caulking deterioration, loss of adhesion, cracking, etc.
2. Failing caulk shall be removed thoroughly and the area cleaned with VM & P Naphtha or another appropriate solvent. (Do not use mineral spirits or turpentine.) Once caulk is removed and the void cleaned to a sound substrate, apply primer/sealer prior to installation of sealant.
3. Areas listed above that currently have no existing sealant are to be cleaned to a sound substrate and caulked with an alkyd based one component polyurethane sealant.
4. All areas being caulked are to be prepared as directed on the sealant product data sheets. Install Backer-Rod or Bond-Breaker Tape per instructions on sealant manufacturer's data sheets.
5. Contractor is to make every effort possible to reduce the "open time" of prepared joints to receive sealant. Extended periods of prepared but unsealed joints will increase the chances of severe water intrusion.

J. CRACK REPAIR

1. All static cracks (not to exceed 1/32" x 1/32") shall be cleaned out and opened to a "V" configuration.
2. Fill all prepared static cracks with Scott Plastiflex™ #5100, #5200, or #5300 Patch or Caulking (or approved equivalent) material to match the existing texture as closely as possible.
3. All dynamic cracks (cracks larger than 1/32" x 1/32") shall be cut with an electric saw to a minimum of 1/4" x 1/4".
4. All dynamic cracks shall be packed with the appropriate size backer rod or bond breaker tape.
5. All dynamic cracks shall be caulked with Scott #5500 Plastiflex™ Elastomeric Acrylic Urethane Caulk and/or an alkyd based single component urethane caulk and properly tooled to blend.
6. In some areas, seepage from walls is evident. In order to prevent coatings from disbanding, seepage must be cleaned. Once surface seepage is cleaned, rout these areas and use a hydraulic cement mixture to blend with surrounding surfaces. Allow product to cure prior to applying paint products.
7. Areas of loose or hollow sounding stucco shall be chipped out and replaced with new stucco and a bonding agent or with Plastiflex™ Elastomeric Patching Compound #5100, #5200, or #5300 (or approved equivalent). Care should be taken to match the original texture of the stucco as closely as possible.

K. EXTERIOR EXPOSED WOOD

1. Painted wood surfaces shall be carefully inspected for evidence of deterioration or surface imperfections. Any imperfections shall be repaired (i.e., sandpaper any hard, glossy surface to ensure proper adhesion; fill nail holes, imperfections, and cracks with putty; edges, corners and raised grain shall be eased by sanding). County must be notified of any wood replacement needed.
2. All rusted nail heads, screws and/or bolts, shall be treated with a phosphoric acid-based solution (Ospho), counter-sunk and puttied with an oil based putty or spot-primed to prevent further bleeding.

L. SITE REQUIREMENTS

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Unless pre-approved by the County project representative, the Contractor shall not perform repainting work when ambient air and substrate temperatures and humidity level exceeds manufacturer's stated limits. The Contractor shall test suspect surfaces (concrete, masonry, plaster and wood surfaces) for moisture and alkalinity as required. Conduct all moisture tests using a properly calibrated electronic moisture meter, except test concrete floors for moisture using a simple "cover patch test". The maximum moisture shall not exceed:

- 15% for wood
- 12% for plaster and gypsum board

The Contractor shall not perform painting or repainting work unless adequate lighting has been provided. The Contractor shall apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

Normal safety signs, necessary lighting and temporary fencing around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Painting materials must be secured in accordance with OSHA regulations when not in use.

M. DELIVERY OF MATERIALS

The Contractor will confine his apparatus, materials storage and operations of his workers to limits indicated by the County project representative. All materials used on the job must be stored in a single place designated by the County project representative. Such storage shall be kept clean, and Contractor shall be liable for damage to surrounding areas.

1. All paint product materials used pursuant to these specifications shall be delivered to the jobsite in original, sealed factory containers and shall bear proper factory labeling including batch number and color number.
2. All containers shall have manufacturer's instructions as part of the labeling requirement.
3. All deliveries shall be the sole responsibility of the Contractor to coordinate. Contractor must notify the County project representative in advance of incoming deliveries.
4. Flammable material and/or fire hazard waste shall be stored per manufacturer's label, handled and used in an approved manner and shall be removed from the site daily.
5. The Contractor will provide the County a copy of Safety Data Sheet (SDS) for each product to be used on each job. The Contractor shall maintain a copy of the MSDS at the work site.

N. APPLICATION

Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint unless substrates are acceptable and/or until all environmental conditions (heating, ventilation, lighting and completion of other sub-trade work) are acceptable for applications of products. Painting coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with manufacturer's recommendations. Apply a minimum of coats defined by the project scope of work using the paint listed in the scope of work paint schedule to achieve satisfactory results. Paint colors, surface treatments, and finishes are indicated in the paint schedules:

1. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
2. Provide finish coats that are compatible with primers used.
3. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convactor covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
4. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
5. Paint interior surfaces of ducts with a flat, non-specular black paint where visible through registers or grilles.
6. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
7. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.

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8. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
9. Sand lightly between each succeeding enamel/varnish coat.
10. Materials shall be applied evenly and free of runs, sags, pinholes, or lap marks.

O. APPLICATION PROCEDURES

Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
4. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer. It will be the painting contractor's responsibility to own and use a wet film thickness gage to check his application thickness as work proceeds.
5. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces. Mechanical items to be painted include, but are not limited to, the following:
 - a) Uninsulated metal piping
 - b) Uninsulated plastic piping
 - c) Pipe hangers and supports
 - d) Tanks that do not have factory-applied final finishes
 - e) Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets
 - f) Duct, equipment, and pipe insulation having "all-service jacket" or other paintable jacket material
 - g) Mechanical equipment that is indicated to have a factory-primed finish for field painting.

Electrical items to be painted include, but are not limited to:

 - (i) Switchgear
 - (ii) Panel boards
 - (iii) Electrical equipment that is indicated to have a factory-primed finish for field painting
6. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
7. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
8. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, laps, brush marks, runs, sags, or other surface imperfections acceptable.
9. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.
10. Completed Work: Must match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

P. PAINT SCHEDULING

Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications. Omit primer over metal surfaces that have been shop primed and touchup painted.

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2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
3. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.

Q. EXTERIOR PAINTING SCHEDULING

1. Stucco: Provide the following finish systems over exterior concrete, stucco, and brick masonry substrates:
Flat Acrylic Finish: Ceilings only, two finish coats over a primer.
 - a) Primer: Exterior concrete and masonry primer
 - b) Finish Coats: Exterior flat acrylic paint
2. Ferrous Metal: Provide the following finish systems over exterior ferrous metal. Primer is not required on shop-primed items. Full-Gloss Alkyd-Enamel Finish: Two finish coats over a rust-inhibitive primer.
 - a) Primer: Exterior ferrous-metal primer
 - b) Finish Coats: Exterior full-gloss alkyd enamel
3. Zinc-Plated Metal: Provide the following finish systems over exterior zinc-plated metal surfaces: Full-Gloss Alkyd-Enamel Finish; Two finish coats over a self-etching primer.
 - a) Primer: Exterior Self-Etching Primer
 - b) Finish Coats: Exterior full-gloss alkyd enamel
4. Galvanized Metal: Provide the following finish systems over exterior galvanized metal: Full-Gloss Alkyd-Enamel Finish: Two finish coats over a galvanized metal primer.
 - a) Primer: Exterior galvanized metal primer
 - b) Finish Coats: Exterior full-gloss alkyd enamel
5. Aluminum: Provide the following finish systems over exterior aluminum surfaces: Alkyd-Enamel Finish: Two finish coats over a primer.
 - a) Primer: Exterior aluminum primer under alkyd finishes
 - b) Finish Coats: Exterior Satin finish alkyd enamel

R. PROTECTION AND CLEANUP

At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the project site. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by the County project representative. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces.

S. WARRANTY

The Contractor shall guarantee all work against defective workmanship and materials for a period of seven (7) years. Coated areas which show evidence of premature failure, shall be removed by a suitable means and the entire coating system reapplied at the Contractor's expense.

T. ASSET PRESERVATION

The Contractor, at the request of the County, will provide asset condition assessment reports for any identified County property that is scheduled for coating and preservation. Reports are to include:

1. Historical background and information of facility, including age and previous exterior work painting and/or repairs completed (if obtainable).
2. Recommendation on preservation and/or improvement technique that shall:
 - a) Extend the life of the asset
 - b) Address existing flaws or damage
 - c) Improve the visual quality
3. Projected lifecycle of recommended preservation techniques and/or improvements.
4. Value analysis of recommended preservation techniques and/or improvements.

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U. UNSPECIFIED SERVICES

Unspecified materials and services are for services that may be needed during the term of the contract as authorized by the County. In addition, unspecified materials and services such as consumables used for completion of project as per section C, Scope of Work, Number 3, will be reimbursed under unspecified services.

1. Equipment Rentals, consumables, and paint will be billed to the County as a "pass through" with no markup. A copy of the rental receipt is to be provided to the County with the invoice at the completion of the project. This is an allowance provided by the County and not a unit price item to be bid by the contractor.
2. Materials purchased by the Contractor that are not considered tools such as paint, and caulk, etc. will be reimbursed at cost. The Contractor shall add the cost to the final invoice at the completion of the job and provide the original material invoices as back up for reimbursement. Items considered tools, like brushes, tape, rollers, drop cloths, etc., will not be reimbursed by the County.
3. Contractor is required to obtain a contractor's discount applied to reimbursable consumables such as paint and caulk purchases and include such discount on the invoice. **Backup documentation to show proof of contractor's discount or other discounted pricing is required to be submitted with each quote and/or invoice.**

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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

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

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

Limits

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

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

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

- 6) **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

ITEM	DESCRIPTION	ESTIMATED QTY (3 YEARS)	UNIT OF MEASURE	UNIT PRICE	CONTRACT TOTAL
1	Paint Application	6,825,000	Square Feet	0.18	\$1,228,500.00
2	Surface & Site Preparation	30,000	Labor Hour	17.25	\$517,500.00
3	Pressure Washing	30,000	Labor Hour	17.25	\$517,500.00
4	Paint Allowance	Estimated cumulative 3-year amount			\$260,000.00
5	Equipment Rental Allowance	Estimated cumulative 3-year amount			\$130,000.00
6	Unspecified				\$30,000.00
CONTRACT TOTAL (Three Years)					\$2,683,500.00
ANNUAL TOTAL					\$894,500.00

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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.

AGREEMENT**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.