

AGREEMENT

GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES AGREEMENT is made as of the _____ day of _____, 2022 (effective date) by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Professional Piping Services Inc., located in Wesley Chapel, Florida (“Contractor”), (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to Contract No. 22-0655-B-BW (“ITB”) for Pipeline Maintenance & Repair Services – Poly Pig Cleaning services; and

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

WHEREAS, Contractor represents that it has the experience and expertise to 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 this Goods and Services Agreement, 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 the Maintenance Section Manager, Utilities.
- 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:
June 24, 2023 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.

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.

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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.

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 **\$4,214,915.00**, with an annual not-to-exceed sum of **\$1,404,971.67** 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, upon submittal of an invoice as required herein.
- C. **Price Adjustment** - Unit prices adjustable 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 **8%**, whichever is less, for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 days prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above shall not be considered.

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- D. **Term Extension Price Adjustment** - Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or **5%**, whichever 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.

E. **Travel Expenses**

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

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

- G. **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 Maintenance Section Manager, Utilities 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 Professional Piping Services Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Discounts

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

17. Subcontracting/Assignment.

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any

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work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment

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

18. Personnel

- A. E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

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

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

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

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

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

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Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

19. Name Changes

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

20. Compliance with Laws

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

21. Applicable Law and Venue

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

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;

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- iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
 3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

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

C. Termination for Convenience

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

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Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS, PURCHASING AND RISK MANAGEMENT DEPARTMENT, OPERATIONS MANAGER CUSTODIAN OF PUBLIC RECORDS AT 727-464-3311, PURCHASE@PINELLASCOUNTY.ORG, PINELLAS COUNTY GOVERNMENT, PURCHASING AND RISK MANAGEMENT DEPARTMENT, OPERATIONS MANAGER, 400 S. FT. HARRISON AVE, 6TH FLOOR, CLEARWATER, FL 33756.

28. Audit

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

29. Digital Accessibility

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

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

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

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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:

Attn: Anderson Mitchell

Maintenance Section Manager, Utilities

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Pinellas County Utilities
6730 142nd Avenue North
Largo, FL 33771
amitchel@pinellas.gov

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
mceleste@pinellas.gov

For Contractor:

Attn: Roger M Cimborra Jr.
General Manager
Professional Piping Services Inc
PO Box 7337
Wesley Chapel, FL 33545
ppsinc9@gmail.com

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, 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

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materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

36. Amendment

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

37. Severability

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

38. No Third-Party Beneficiary

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

39. Force Majeure

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the 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 attached 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 Goods and Services Agreement
- B. Exhibit A - Statement of Work
- C. Exhibit B - Insurance Requirements
- D. Exhibit C - Payment Schedule
- 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

Professional Piping Services Inc

Name of Firm

By: *Roger M Cimboras Jr*

Signature

Roger M Cimboras Jr

Print Name

Gen Mgr

Title

By _____

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

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

Services for pipeline maintenance and repair services (poly pig) for piping systems located in the water, sewer, and reclaimed water service areas of geographical Pinellas County, Florida. Services include the safe and effective cleaning and restoration of piping systems to maximum flow capacity, whose contents or inline operating conditions have impaired functioning by reducing their volume capacity, laminar flow characteristics, or negatively impacting the quality or quantity of the flows transported through them.

B. GENERAL REQUIREMENTS:

- 1) Contractor shall have an Underground Utility Contractor License obtained from the State of Florida.
- 2) Contractor shall provide certification of personnel in compliance with OSHA 29 CFR 19010.120, Safety Training.
- 3) Certification that personnel is in compliance with Florida Law, Chapter 287.087, and the Florida Worker's Compensation Standard, Drug-Free Workplace Program.
- 4) The Contractor shall have available auxiliary centrifugal pumps and high pressure (minimum 5,000 Per Square Inch (PSI) water jetting equipment.
- 5) Maintenance of Traffic – The Contractor shall provide an individual, employed by the Contractor, certified as a “Work Zone Traffic Safety Supervisor” by the International Municipal Signal Association. **The contractor is responsible for proper set up, management, and supervision of maintenance of traffic to control the area where the work will be performed under this contract, in accordance with all federal, state, and local laws, standards, and regulations.**

C. SCOPE OF WORK:

Provide all supervision, labor, tools, transportation, material, and equipment required to clean the pressure pipeline or force main, using poly pigs via an approved poly pig procedure. Install all items required, including the poly pig launching and retrieval devices as required in this specification and the furnishing of poly pig swabs and poly pigs. Pig launching shall include mobilization, demobilization, and cleaning of any pipe length as listed by diameter. Mobilization shall also include, but not be limited to, mobilization of equipment at the launching and retrieval sites, traffic control, and by-pass piping and pumping. Systems that may require cleaning are:

- a) Potable water
- b) Raw water
- c) Wastewater
- d) De-watered grease
- e) Leach ate water
- f) Sludge systems

The materials to be removed from the systems are known to be, but are not limited to:

- a) “Foreign” materials including solids and construction debris
- b) Scale, chemical and carbon deposits
- c) Iron tuberculation and calcium deposits in many forms and degrees of attachment and hardness
- d) Sand, sludge, silt, slime, and bentonite, shell

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The types of piping in service in Pinellas County include:

- a) cast iron,
- b) ductile iron,
- c) carbon steel,
- d) HDPE,
- e) asbestos cement
- f) PVC.

It will be the Contractor's responsibility to install the equipment, disassemble the equipment and clean up and store materials at the direction of PCU. No excavations should be required for normal pigging operations. Should a failure occur on the subject line, which is not the fault of the Contractor, PCU will do the needed excavation, repairs, and restoration. Should the Contractor cause said failure, due to negligence, etc., the Contractor will be responsible for excavation, repairs, and restoration.

D. CONTRACTOR REQUIREMENTS:

- 1) Emergencies - At the pre-commencement meeting the Contractor must provide documentation showing a plan on how he will respond to unforeseen or emergency situations to provide services under this contract. The plan must include response time, and availability to be on-site to prevent or improve conditions that threaten the critical operation of a system or plant, or to prevent health, safety, or environmental concerns. Emergencies authorized by PCU will be paid at 1.5 times the contract pricing linear foot price.
- 2) Supervision – There shall be on-site at all times during the work, one (1) superintendent to survey, lay out, and supervise the construction of the work under this contract.
- 3) Method of Work – The method of cleaning shall be by use of Knapp poly pigs or equal. The Contractor shall furnish polyurethane pipe cleaning pigs of the appropriate diameter and covering material for use in the pipe system to be cleaned.
- 4) Cleaning – The cleaning shall restore the original flow characteristics of the new pipe without over abrading or over-cleaning the interior walls of the pipe.
- 5) Assignment of Work – All work shall be executed by the contractor on an assignment-by-assignment basis, in the form of a quote authorized by PCU. PCU does not guarantee work will be concurrent and/or consecutive. The Contractor shall perform no work under this Contract without PCU written authorization to proceed. The Contractor hereby agrees to waive any claim for compensation for any work performed without authorization.

Each individual location contained in a quote is to be considered an "individual project" such that all work, including demobilization and cleanup, must be fully completed in a reasonable time frame, as determined by PCU. The project limits shown on the location maps and/or plans contained in each quote are approximate; the Contractor shall verify exact limits with PCU prior to beginning work.

All work shall be performed in an expeditious and professional manner. The Contractor shall have sufficient crews and equipment to perform all work, including restoration, at the time the work is assigned. The inability of the Contractor to meet contractual obligations, or to perform assigned work in a satisfactory manner, shall be grounds for termination of the Contract, and/or reassignment of the work. There are no guaranteed work locations in the "Bid Submittal Sheets" included in Section F of the contract document.

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The Contractor shall only be compensated for work satisfactorily completed. There will be no compensation to the Contractor for cancellation of the Contract or for any assigned work that is not constructed to the satisfaction of PCU.

Prior to the assignment of any work, the Contractor shall prepare a detailed quote for each project, which shall include a work schedule.

- 6) Equipment – The Contractor shall furnish pig-launching equipment, which will minimize PCU's need to provide for additional valving, fittings, and auxiliary water supplies. Equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system.
- 7) Launching and retrieval devices shall be fabricated, designed, and manufactured according to American National Standards Institute (ANSI) standards and capable of withstanding a working pressure of 150 P.S.I.G.
- 8) Launch and receiving tubes shall be fabricated of steel; pipe sized one diameter larger than the system to which it will be attached with a minimum length of 2.5 times the diameter. For poly pig launchers and receivers twelve-inch or smaller in size, steel wall thickness shall be a minimum of a five-sixteenth inches. For poly pig launchers and receivers fourteen-inch or larger, wall thickness shall be a minimum of three-eighths inches.
- 9) The Contractor shall maintain on-site, for the duration of the project, and have available for immediate use, an electronic poly pig detector, with the appropriately sized cavity poly pig, for use in the system being cleaned to provide a means of tracking the passage of the pig in the system to locate areas of potential or suspected blockage and to find “lost” valves and other disparities within the system.
- 10) Testing – The Contractor shall perform pre-cleaning and post-cleaning flow testing to determine sizes, types, densities, and numbers of pigs and/or swabs to be used, to establish the means and procedures to properly and safely clean the piping, to evaluate the system and to measure the effects of the cleaning operation. Tests shall include in-line velocity and volume capacity calculations and any other tests as may be required to properly and safely perform the work under this Contract.
- 11) Communication – The Contractor shall provide radio communication and job site transportation between launching and retrieval points.
- 12) Report upon Completion – The Contractor shall provide a written report upon completion of line cleaning to outline and detail information acquired during the cleaning process about the system or to confirm existing information.
- 13) Disinfection/Chlorination – The Contractor shall provide for systems where disinfection is mandated or required, a plan to provide these services in compliance with all applicable American Water Works Association (AWWA) standards.
- 14) Work Area – The Contractor shall contain/direct the effluent flow from the affected system. This shall include the use of hay bales or silt fences to prevent the dispersal of water and sediment from adjacent private property. The Contractor shall also implement and provide PCU with an approved method (by PCU) of containing the solids/sediment generated from the pigging operation.
- 15) Setting Equipment – The Contractor shall provide all equipment to hoist, move or set their equipment on site.

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- 16) Reuse Water - Any reuse water flushed must be diverted to the nearest sewer collection system manhole unless other means of the disposal onto the high ground are provided. No reuse water is to be flushed in such a manner that it may flow into surface water or the Gulf of Mexico.

- 17) Potable Water - All potable water flush will be de-chlorinated during the flushing event.

- 18) The Contractor shall notify PCU when flushing into the sewer collection system because of increased fluid demand on pump stations.

E. COUNTY REQUIREMENTS:

- 1) PCU will provide maps showing the route of the force main, location of closest water source if any, retrieval point, and any other required information about the force main. The maps or “drawings” that are provided to the Contractor when PCU needs a pipe pigged, will be issued on an “as needed” basis. PCU will ensure that the entry point has the fittings required for proper access to the line.
- 2) Should no hydrant or other water sources be available, PCU will provide tanker trucks. If required, PCU will supply tanker trucks to assure station wet wells do not create spill situations.
- 3) PCU personnel will assist to minimize flow and bypassing as required for each individual job.

F. MATERIALS:

All product information data sheets shall be submitted to PCU for approval prior to the start of work.

- 1) The Contractor will provide, prior to commencement of work, a video of all physical features of the surrounding work site before work begins. The Contractor will furnish two (2) copies of the video in Digital Versatile/Video Disc (DVD) format. The Contractor shall provide a detailed plan outlining the following:
 - a. The number, sizes, and locations of the access ports required and the procedures necessary for their creation, i.e., excavations, shutdowns, fittings and valving required, temporary bypassing of flows entering the wet well, tapping sleeves and valves, traffic control and other site or system requirements that may apply.
 - b. The means and methods for controlling and disposing of the solids and fluids removed from the pipelines and force mains as a consequence of the cleaning and restoration to maximum flow capacity, including, notification to customers and wastewater treatment plants as to increase in turbulent flow and septic load.
 - c. Written contingency plans for dealing with inline problems, i.e., blockages, “lost” pigs, and system integrity problems, i.e., breaks, leaks, piping, or fitting failures, are required to be submitted to, and approved by the Site Representative before initiating the work.
 - d. The contingency plan will include means and methods for identifying and measuring changes or improvements to the flow characteristics of the force mains during and upon completion of their cleaning and restoration to the maximum flow capacity.

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G. PRODUCTS – POLY PIGS:

- 1) Poly pigs shall be constructed of blown elastomeric polyurethane with an open cell construction and a density equal to or suitable for use in the piping system being cleaned.
- 2) Poly pig configuration shall consist of a parabolic nose and a concave base, and it shall be coated with a resilient surface material that will maintain a peripheral seal and will effectively clean the piping system without over abrading the interior pipe wall or approved equal.
- 3) Poly pig characteristics, when in use, shall include the ability to navigate through ninety degrees and one hundred and eighty degree turns, bi-directional fittings, full port valves, and comparable in-line appurtenances, reduce its cross-sectional area, and restore itself to its original design configuration, be propelled by applications of hydraulic and pneumatic pressure while maintaining its primary function as an internal cleaning device of conduits. When effectively and properly applied, the poly pig shall clean and restore piping systems of all sizes, types, uses, and lengths to their design or maximum flow capacity.
- 4) Furnish poly pigs in sufficient numbers and sizes, of appropriate densities, coatings, and configurations as manufactured by Knapp Polly Pigs of Houston, Texas, or an approved equal.
- 5) Provide pig signal devices manufactured by Maloney Pipeline Products, Houston, Texas, or an approved equal.

H. SCHEDULE:

PCU reserves the right to establish the specific order in which the work is to be completed. All cleaning and pigging shall be performed during daylight hours of 7:00 a.m. and 6:00 p.m. unless the Site Representative authorizes other hours.

- 1) The Contractor will be allowed to work between the hours of 7:00 a.m. through 6:00 p.m., Monday through Saturday excluding normal holidays. In residential areas, this work “window” may be restricted to 8:00 a.m. through 6:00 p.m. Work on Sundays and holidays will only be allowed when specifically approved in advance. The Contractor should anticipate the possibility of being directed to work night and/or weekend hours to accommodate work in areas of heavy traffic and high flows or surcharges, which cannot be reduced during normal hours. No additional payment will be made for requiring the Contractor to work these special shifts. The Contractor shall provide the Site Representative with sufficient advance notice of this intention to work more than one shift or other than the normal 7:00 a.m. to 6:00 p.m. workday, so that the Site Representative may schedule a suitable inspection.

a. HOLIDAY SCHEDULE

The following days shall be recognized holidays for the purposes of this contract. Pinellas County is closed and services within this agreement cannot be conducted for the holidays listed below. County closure may also occur during a weekday following a recognized holiday.

New Year’s Day

Martin Luther King’s Birthday

Memorial Day

Independence Day

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Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day

I. EXECUTION:

Contractor will coordinate and establish the design of the cleaning procedure, with the approval of PCU representative, including the provision of:

- 1) Selection of starting and ending points for the cleaning process. Retrieval of pigs will be the contractor's responsibility.
- 2) Evaluation of total volume of fluids to be used and the disposal and the source(s) of these fluids.
- 3) Mechanical or piping adaptation to the existing piping configuration.
- 4) Coordination and scheduling of the cleaning process to include a selection of the distances and sizes of the piping to be cleaned as one procedure.
- 5) Immediately available alternative procedures to be applied if the cleaning of the system requires such remedial action.
- 6) Equipment shall be installed in accordance with the manufacturer's recommendations.
- 7) Initial selection of the cleaning pigs shall be provided by personnel thoroughly trained, knowledgeable and experienced in the technology and procedures required for the proper and safe "pigging" of this system.

J. TRAFFIC CONTROL & MAINTENANCE OF TRAFFIC (M.O.T.):

- 1) As used herein, any reference to Pinellas County, its departments, or its published regulations, permits, and data, shall be synonymous and interchangeable with other recognized governing bodies over particular areas or streets, or their departments, published regulations (i.e., Manual or Uniform Traffic Control Devices (M.U.T.C.D.) Florida Department of Transportation (F.D.O.T.) Roadway and Bridge Standard Index Drawing Book), permits or data. The Contractor shall apply for an M.O.T permit and abide by all applicable laws, regulations, and codes thereof pertaining to M.O.T. on public streets, a detour of traffic, traffic control, and other provisions as may be required for this contract.
- 2) The Contractor shall be responsible for the provision, installation, and maintenance of all M.O.T. and safety devices, in accordance with permit requirements and specifications outlined in the above-noted standards. In addition, the Contractor shall be responsible for providing an individual, employed by the Contractor, and certified as a "Work Zone Traffic Safety Supervisor" by the International Municipal Signal Association.
- 3) The Contractor shall be fully responsible for the M.O.T. on public streets, a detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions, throughout the contract, as required by the Pinellas County Department of Public Works, Traffic Engineering Division, Pinellas County Utilities or F.D.O.T. and the above-noted standards. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the above-noted standards. No street

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shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without specific approval. M.O.T. costs shall be included in the inclusive cost in Exhibit C.

- 4) The Contractor shall provide all barricades with warning lights, necessary arrow boards, and signs to warn motorists of the work throughout the contract. Adequate approved devices shall be erected and maintained by the Contractor to detour traffic around the work.
- 5) Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. The Contractor shall provide necessary access to all adjacent property during work.
- 6) The Contractor will have a portion of work located in State road rights of way. The Contractor will be responsible for the costs of traffic control and all additional costs (over and above normal traffic control measures) involved with complying with all F.D.O.T. requirements.
- 7) All work performed within the right-of-way of the Florida Department of Transportation (F.D.O.T.) shall comply with the requirements and conditions of the required F.D.O.T. permit. Work in the F.D.O.T. right-of-way shall only take place between the hours specified on the specific permit and may be restricted to night or during weekend hours.
- 8) The work shall be coordinated with the F.D.O.T., and the Site Representative and the Contractor shall not begin work until he has received permission from them to do so.

K. UNSPECIFIED SERVICES:

Orders for unspecified services is defined as like services that may be required due to unexpected conditions or events. Unspecified services is **Not Guaranteed** as part of the contract and must be properly authorized by the County before conducted.

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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.

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

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Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the 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.

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:

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- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits

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

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

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

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 Consultant 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 Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

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

Limits

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

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

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EXHIBIT C - PAYMENT SCHEDULE

Item #	Pipe Descriptions	UOM	Total Linear feet per year	Three years of linear feet	500 LF or less	2,500 LF or less	5,000 LF or less	10,000 LF or less	20,000 LF or less	20,001 LF or more	Average Price	Total Linear feet per year
1	1 1/2" or 2" diameter	LF	5000	15000	\$ 10.52	\$ 7.20	\$ 2.67	\$ 2.67	\$ 2.00	\$ 1.85	\$ 4.49	\$ 67,275.00
2	3" diameter	LF	5000	15000	\$ 10.52	\$ 7.20	\$ 2.67	\$ 2.67	\$ 2.00	\$ 1.85	\$ 4.49	\$ 67,275.00
3	4" diameter	LF	50000	150000	\$ 12.16	\$ 7.20	\$ 6.30	\$ 4.48	\$ 2.67	\$ 2.22	\$ 5.84	\$ 875,750.00
4	6" diameter (not sludge)	LF	3000	9000	\$ 12.16	\$ 7.45	\$ 6.00	\$ 4.54	\$ 3.81	\$ 2.32	\$ 6.05	\$ 54,420.00
5	6" diameter	LF	50000	150000	\$ 12.16	\$ 7.45	\$ 6.00	\$ 4.54	\$ 3.81	\$ 2.32	\$ 6.05	\$ 907,000.00
6	8" diameter	LF	50000	150000	\$ 12.61	\$ 7.45	\$ 5.74	\$ 4.96	\$ 4.19	\$ 3.86	\$ 6.47	\$ 970,250.00
7	10" diameter	LF	5000	15000	\$ 13.41	\$ 7.60	\$ 5.33	\$ 4.96	\$ 4.19	\$ 3.86	\$ 6.56	\$ 98,375.00
8	12" diameter	LF	25000	75000	\$ 14.06	\$ 7.60	\$ 5.33	\$ 4.96	\$ 4.19	\$ 3.86	\$ 6.67	\$ 500,000.00
9	18" diameter	LF	3000	9000	\$ 15.41	\$ 5.21	\$ 5.11	\$ 5.20	\$ 4.19	\$ 3.86	\$ 6.50	\$ 58,470.00
10	20" diameter	LF	3000	9000	\$ 16.66	\$ 5.21	\$ 5.11	\$ 5.20	\$ 4.19	\$ 3.86	\$ 6.71	\$ 60,345.00
11	24" diameter	LF	3000	9000	\$ 20.34	\$ 6.50	\$ 6.33	\$ 5.20	\$ 4.19	\$ 3.86	\$ 7.74	\$ 69,630.00
12	30" diameter	LF	3000	9000	\$ 26.58	\$ 7.80	\$ 6.50	\$ 5.33	\$ 4.60	\$ 4.00	\$ 9.14	\$ 82,215.00
13	36" diameter	LF	3000	9000	\$ 30.46	\$ 10.22	\$ 8.03	\$ 5.33	\$ 4.60	\$ 4.00	\$ 10.44	\$ 93,960.00
14	48" diameter	LF	3000	9000	\$ 30.46	\$ 10.22	\$ 8.03	\$ 6.12	\$ 5.33	\$ 4.63	\$ 10.80	\$ 97,185.00
15	60" diameter	LF	3000	9000	\$ 30.46	\$ 10.22	\$ 8.03	\$ 6.90	\$ 5.33	\$ 4.63	\$ 10.93	\$ 98,355.00
17	Elevated Sludge Return lines / Pressure Water Jetting	LF	3000	9000	\$ 16.97	\$ 16.97	\$ 3.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 7.16	\$ 64,410.00
Unspecified Services – Services that may be needed during the term of the contract. Orders for unspecified services is defined as like materials that may be required due to unexpected conditions or events. Unspecified services is Not Guaranteed as part of the contract and must be properly authorized by the County before conducted.											\$	\$

3-YEAR LUMP SUM TOTAL \$ 4,214,915.00

AGREEMENT

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.