

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Universal Controls Instrument Svc Co, (“Contractor”) (individually, “Party,” collectively, “Parties”).

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to Contract No. 190-0445-B(JA) (“ITB”) for Flow Meters Parts, Repairs services; and

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

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

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

1. **Definitions.**

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

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in this Standard 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 Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

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

3. Services.

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

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Maintenance Division Director - 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. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

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

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on (select appropriate box):

the Effective Date and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension. (Select appropriate box.)

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

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

B. The County agrees to pay the Contractor the not-to-exceed sum of **\$9,731,881.76**, for Services completed and accepted as provided in Section 15 herein if applicable, payable

on a fixed-fee basis for the deliverables as set out in Exhibit **C**, payable upon submittal of an invoice as required herein.

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

D. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

the designated person as set out in Section 18 herein;

6. Personnel.

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

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

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

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

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

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

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

C. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the County.** In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. **Events of Default.** Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by Contractor.** In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

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

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

9. **Confidential Information and Public Records.**

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

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

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

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

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

11. Compliance with Laws.

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

12. Public Entities Crimes

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

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit **B**, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned 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.

14. 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.

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

16. Subcontracting/Assignment.

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

B. Assignment. (Select appropriate box.)

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.

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

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

For County:

Attn:
 Alan Bollenbacher
 Maintenance Division Director - Utilities
 6730 142nd Avenue North
 Largo, FL 33771
 abollenb@pinellascounty.org

For Contractor:

Attn:
 Universal Controls Instrument Svc Co
 1906 Lake Ariana Blvd
 Auburndale, FL 33823

with a copy to:
 Merry Celeste
 Division Director, Purchasing & Risk Management
 Pinellas County Purchasing Department
 400 South Fort Harrison Avenue
 Clearwater, FL 33756
 mceleste@pinellascounty.org

19. 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.

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

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

22. 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.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction

other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. 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.

25. 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.

26. 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.

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

(Signature Page Follows)

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

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

By _____

Gossamer Bay, Inc. dba

Universal Controls Instrument Svc Co

Name of Firm

By: SHARON FORRESTER

Signature

Sharon O. Forrester

Print Name

President

Title

ATTEST:

Ken Burke,
Clerk of the Circuit Court

By: _____

Deputy Clerk

Approved as to Form

APPROVED AS TO FORM

By: Keiah Townsend

Office of the County Attorney

By: _____

Office of the County Attorney

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

A. MANUFACTURERS

Flow meter manufacturers under County use include:

Group	Manufacturer
Group 1	ABB (ASEA Brown Boven)
Group 2	ABB Aquaprobe
Group 3	EMCO
Group 4	Emerson-Rosemont
Group 5	Endress & Hauser (E&H)
Group 6	Fuji (clamp on)
Group 7	Krohne
Group 8	Semetrics
Group 9	Siemens
Group 10	Siemens Milltronics Hydromanger (Flumes)
Group 11	Signet
Group 12	Teledyne ISCO Open Channel Radar
Group 13	Teledyne ISCO 2150
Group 14	Water Specialties (McCrometer Meters)
Group 15	PFS (Primary Flow Signal Meters)
Group 16	Ametek Meters
Group 17	GE (General Electric) Aqua Trans

B. REQUIREMENTS:

- 1) The awarded Contractor will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be allowed.
- 2) Contractor shall provide a reference list for at least four (4) customers for whom they've performed similar services providing: Contractor shall provide details they have sufficient facilities, equipment, expertise, ability and financial resources to perform the work specified and within the time specified, within the bid submittal.
- 3) Inspection: Pinellas County Utilities (PCU) reserves the right to inspect the Contractor's place of business, staff, and equipment at any time during the term of the agreement to confirm Contractor can perform or provide the requirements of the bid request.
- 4) Contractor shall provide a list of employees that will be involved in performing the work under this contract, including years of experience, and required factory or manufacturer certification or training certification within the submission. Contractor is to provide evidence on whether the manufacturer does or does not require certified installers to enforce the manufacturer's warranty, written on manufacturer's letterhead and signed by an engineer or officer of the manufacturer. Contractor shall submit proof of employees' certification in OSHA Confined Space Standard 29 CFR 190.146 for performing work in confined space areas within bid submittals.
- 5) Contractor will supply all required safety equipment when testing, repairing, or performing any work for the County. When working in confined work areas (including but not limited to vaults, manholes, and wet wells) Contractor shall supply and use employees who have completed a training class, and are currently certified, conforming to OSHA Confined Space Standard 29 CFR 1910.146 (latest version) for performing work in confined space areas.

SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK**

- 6) Contractor is to assign a dedicated account manager who is available during normal business hours to administer this contract.
- 7) Identification of Employees:
 - a) Contractor shall furnish each employee with proper identification badges, displaying the employee's picture, name and Contractor name.
 - b) Contractor's employees will always have identification visible.
 - c) Contractor and its employees shall dress in a professional manner compliant with the County and OSHA safety standards.
 - d) Contractor and its employees shall dress in manner representative of the Contractor's organization.
 - e) Contractor's employees shall not dress in a manner representative of the County or department where work is being performed.
 - f) Contractor service vehicles used on County premises shall be clearly identified with Contractor's name on exterior body.

C. SCOPE

Contractor is to provide new flow meters, authorized Original Equipment Manufacturers (OEM) parts, repair and recalibration services, as needed, on various types and manufacturers of flow meters throughout Pinellas County. The flow meters which may need replacement, parts and repair include electronic magnetic meters, flume wastewater meters, venturi type water meters, and open channel radar (Teledyne ISCO) type meters used for recording potable water, reclaimed water, and wastewater flow. All repairs connections and fittings must be in accordance with the Pinellas County Materials Specification Manual dated September 1, 2015, or latest manual found on the Pinellas County website.

Contractor shall provide all, at a minimum: labor, tools, material, travel, equipment, and safety items for servicing the flow meters. All associated costs shall be included in the unit pricing to create an all-inclusive cost.

Services shall include, but are not limited to:

- i. field repair
 - ii. pick-up and delivery
 - iii. bench repair
 - iv. disassembly
 - v. inspection
 - vi. condition report
 - vii. failure analysis
 - viii. revalidation
 - ix. recalibration with factory approved certification documentation, including all test results
- 1) All meters for potable water materials must be lead-free in compliance with the United States Environmental Protection Agency (EPA) Safe Drinking Water Act (SDWA) Section 1417, as amended.
 - 2) **Repairs** – at a minimum, every repair shall include indicated procedures as applicable, but not limited to:
 - a) Inspect and test for electrical, mechanical and physical defects
 - b) Determine cause of failure and provide typewritten reports on findings providing recommendations to County. (All reports shall be on company letterhead or company forms.)
 - c) Provide repair estimate and consult with County regarding repair/replacement.

SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK**

- Electronically transmitted estimates should be received within one (1) day and must be received within three (3) working days of inspection
 - d) Perform a physical inspection, reporting deficiencies in the condition of the meter equipment support structures, conduits, grounds, electrical panels, cabinet locks, paint condition, or other issues that may potentially affect the reliability of the meter installation at any time.
 - e) Provide digital pictures with the estimate for repair or replacement (explain the failure condition), if applicable.
 - Label photos with the project name, location, and type of water that is being metered
 - f) Report cause of failure, results of key tests and measurements within the report.
 - g) Only install new components that meet or exceed OEM specifications.
 - h) Document all services and specifications for quality assurance.
 - i) Either field repair or pick-up and deliver units that require bench repair and install repaired units.
 - j) Recalibrations or revalidations must be performed after each repair, or as requested.
 - k) Invoice backup must include original Contractor cost (receipt) for all parts and shall have the project name and location of the project on all invoices.
 - l) Removal and re-installation of spool pieces will be performed by County.
 - **EXCEPTION:** The Teledyne ISCO pipe sensor used on open flow sewer systems will be installed and removed by the Contractor. Contractor will be responsible for all other aspects of the installation.
- 3) Replacement
- a) In the event a flow meter cannot be repaired, Contractor will notify County.
 - b) The purchase of new flow meters shall be at Contractor cost and allow for a percentage markup **OR** discount.
 - c) Invoice backup must include original Contractor cost (receipt).
 - d) Contractor will supply County with all manufacturer's documentation related to: installation, maintenance, programming, meter specifications, testing and OEM certification, within thirty (30) days, for all new equipment.
- 4) Recalibration and Revalidation Services
- b) PCU is requesting recalibration or revalidation of flow meters on an annual or more frequent schedule.
 - c) Contractor shall perform recalibration or revalidation according to the original flow meter manufacturer's requirements to determine if the meters meet or exceed the manufacturer's published accuracy specifications.
 - d) Successful revalidation of magnetic flow meters that do not have a provision for field calibration will require a certification document stating that the meter records flow volume within the original manufacturer's tolerance for accuracy.
- 5) Test Form
- Contractor shall develop and use a standard field test form, approved by County, to log test measurement information. The Test Form shall be submitted to the County with invoice prior to payment. At a minimum, this test form shall include the following information:
- a) Pinellas County Utilities customer (to be provided by County at the time service is requested).
 - b) Meter location (address)
 - c) GPS Coordinates
 - d) Meter size
 - e) Meter service (potable water, reclaimed water, wastewater)
 - f) Meter type (mag-meter, venturi, flume, radar, etc.)
 - g) Meter serial number (to be provided by County at the time service is requested)

SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK**

- h) Meter measuring parameters including the programmed flow range, meter factor, measuring units programmed, multiplier, low flow cutoff and other electronic programmed data, as applicable.
 - i) Meter reading prior to starting work and meter reading at completion of work. Include totalizers and flow rates, if available.
 - j) Contractor's technicians must record of all measurements taken including the actual readings and the manufacturer's range of acceptable readings for each respective measurement. When the Contractor's technician makes any adjustments or changes that affects the meter calibration, the before and after measurements must be supplied.
 - k) Certification that all test equipment used for taking measurements has been checked for accuracy within the last twelve (12) months or has been recalibrated within twelve (12) months of taking measurements for revalidation of County flow meters.
 - l) Contractor's company name, address, phone number, technician's printed name and signature, time of day, and date that testing was performed at the meter site.
 - m) All reports shall be typewritten or written legibly in waterproof black or blue ink.
 - n) The report for each meter shall indicate if the meter passed or failed.
- 6) Work Assignments
- a. Contractor shall provide technical support such as information on whether the motor(s) should be repaired or replaced, life expectancy information and maintenance recommendations, along with work assignment estimates.
 - b. Contractor must provide a detailed scope of work, pay items, quantities, time to complete the work assignment and unit pricing in accordance with the pricing from the bid submittal sheets.
 - c. All work for services shall be executed by the Contractor on an assignment-by-assignment basis as needed, in the form of a work assignment authorized by the County Project Manager. The County does not guarantee work assignments will be concurrent or consecutive. The Contractor shall perform no work for services under this Contract without the County Project Manager's authorization to proceed for each work assignment and an authorized purchase order. The Contractor hereby agrees to waive any claim for compensation for any work performed without authorization. If County decides not to proceed with work detailed in the work assignment, Contractor shall only submit cost for standard inspection.
 - d. Each individual location contained in a work assignment is to be considered an "individual project" such that all work must be fully completed as specified in the work assignment, as approved by the County Project Manager.
 - e. All work shall be performed in an expeditious and professional manner. The Contractor shall have sufficient crews and equipment to perform all work at the time the work assignment is issued. The inability of the Contractor to meet contractual obligations, or to perform assigned work in a satisfactory manner, may be grounds for termination of the Contract, and/or reassignment of the work to other contractors, in the County's sole discretion.
- 7) Process
- a) Approved work assignments will be attached to a purchase order, Contractor to then follow below process:
 - b) Contractor shall schedule all work with a designated County representative.
 - c) The field technician must notify County immediately prior to the time the meter is taken out of service, or if a locked or gated property is entered (if applicable), and when the meter is placed back in-service.
 - d) This requirement is necessary so that PCU, and the County's customers, are aware of entry on the property and aware of possible loss of Supervisory Control and Data Acquisition (SCADA), or remote telemetry meter readout signals, or the transmission of erroneous signal from the meter while testing is being performed.

SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK**

- e) For electromagnetic flow meters, factory review of revalidation testing may be required.
 - i. County will identify meters that require factory review and factory certification for which measured test data meets the design specifications.
 - ii. Documentation for factory certification must include: the meter model, serial number, meter size, be on factory letterhead, date of test data review, actual field test measurement data, and a pass/fail statement with a signature from the factory.
 - iii. For meter manufacturers who offer a certified field check system that is traceable to national and international standards, a certificate generated by the field check instrument containing the above data may be used in place of the factory review.
 - iv. The field check instrument calibration date must be listed on the certificate and shall not be older than 12 months from the date of testing the meter.
 - f) When the annual recalibration or revalidation has been completed and reviewed by the Contractor or factory (as applicable), the individual field test forms and Contractor's comments shall be placed in an indexed three (3) ring binder in an organized manner so that recalibration data sheets can be individually removed and copied.
 - One (1) paper set of complete documentation and one (1) electronically transmitted set of documents are required for the annual recalibration, electrical, and site inspection reports.
- 8) Pick-Up and Delivery:
Contractor is responsible for pick-up and delivery of the flow meters at various facilities throughout Pinellas County if repairs are made at the Contractor's repair facility. All associated costs shall be included in the unit pricing. A receiving slip shall indicate physical status of meters and be signed by Contractor during delivery and receipt of meters. Contractor must also furnish a copy of receiving slip at time and place of delivery. The delivery point shall be pre-determined by County.
- 9) Response Time:
 - a) Contractor shall be on-site within two (2) working days for normal non-emergency repair services after receipt of purchase order.
 - b) Contractor shall be on-site within eight (8) hours for emergency repair service, upon request.
- 10) Repair Time:
 - a) Contractor shall make repairs to flow meters as quickly as possible per work assignment completion date after verifying the failure and determining the remedy to restore the flow meter to working and accurate condition.
 - b) Repair parts will be supplied by the contractor, or in some situations County may supply a spare component on an emergency basis to facilitate quick restoration of a critical flow meter.
 - c) Estimates for flow meter repair shall be transmitted to a designated PCU employee electronically and digital pictures may be included to help explain the reason for failure.
 - d) Upon receipt of authorization from PCU (i.e. Purchase Order), the Contractor has three (3) calendar days to repair the flow meter, unless a written extension for repair is authorized by County.
 - e) Contractor shall electronically send a request with appropriate reasons for the extension with an estimate flow through meter (gallons) while meter is out of service.
- 11) Warranty:
 - a) In addition to the manufacturer's warranty, the Contractor shall warranty all flow meter repairs/replacements, including material and workmanship, to operate within acceptable levels (as determined by County) for a period of at least one (1) year from date of repair.
 - b) Any flow meter which fails to operate accordingly for the duration of the warranty period shall be repaired by the Contractor without any additional costs to the County.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

- c) Contractor shall furnish, without cost to County, all parts and labor necessary to complete warranty repair.

SERVICES AGREEMENT**EXHIBIT B****INSURANCE REQUIREMENTS**

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

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

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Bidder shall email certificate that is compliant with the insurance requirements to **Bryant Jasper-Williams at brwilliams@pinellascounty.org**. If certificate received with bid was a compliant certificate 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). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Bidder or their agent prior to the expiration date.
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset

SERVICES AGREEMENT**EXHIBIT B****INSURANCE REQUIREMENTS**

the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (2) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (2) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (3) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (4) 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.

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

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

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

Limits

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

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

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

REVALUATION AND CONFINED SPACE ONLY:														
METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST	Number of Meters	# of Revaluations over 5 year term	Revaluated on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revaluation Cost
MAG	Watermaster DN25	1"	\$1,486.43	15.00%	1	\$1,709.39	6	5	\$300.00	\$9,000.00	5	\$595.00	\$17,850.00	\$26,850.00
MAG	Watermaster	3"	\$1,958.02	15.00%	1	\$2,251.72	5	5	\$300.00	\$7,500.00	5	\$595.00	\$14,875.00	\$22,375.00
MAG	MagnaMaster	4"	\$2,157.56	15.00%	3	\$7,443.58	11	5	\$300.00	\$16,500.00	5	\$595.00	\$32,725.00	\$49,225.00
MAG	Watermaster DNE00	6"	\$2,521.60	15.00%	3	\$8,699.52	22	5	\$300.00	\$33,000.00	5	\$595.00	\$65,450.00	\$98,450.00
MAG	MagnaMaster	6"	\$2,521.60	15.00%	7	\$20,298.88	21	5	\$300.00	\$31,500.00	10	\$595.00	\$62,475.00	\$93,975.00
MAG	WaterMaster	6"	\$2,521.60	15.00%	1	\$2,899.34	5	5	\$300.00	\$7,500.00	5	\$595.00	\$14,875.00	\$22,375.00
MAG	Watermaster DN200	8"	\$2,859.44	15.00%	1	\$3,288.36	6	5	\$300.00	\$9,000.00	5	\$595.00	\$17,850.00	\$26,850.00
MAG	MagnaMaster	8"	\$2,859.44	15.00%	3	\$9,865.07	15	5	\$300.00	\$22,500.00	5	\$595.00	\$44,625.00	\$67,125.00
MAG	WaterMaster	8"	\$2,859.44	15.00%	4	\$13,153.42	20	5	\$300.00	\$30,000.00	5	\$595.00	\$59,500.00	\$89,500.00
MAG	Mag/Water Master	10"	\$3,320.69	15.00%	18	\$68,738.28	60	5	\$300.00	\$90,000.00	20	\$595.00	\$178,500.00	\$268,500.00
MAG	Watermaster DNE00	12"	\$3,883.76	15.00%	2	\$8,932.65	12	5	\$300.00	\$18,000.00	5	\$595.00	\$35,700.00	\$53,700.00
MAG	MagnaMaster	12"	\$3,883.76	15.00%	1	\$4,466.32	5	5	\$300.00	\$7,500.00	5	\$595.00	\$14,875.00	\$22,375.00
MAG	WaterMaster	12"	\$3,883.76	15.00%	2	\$8,932.65	10	5	\$300.00	\$15,000.00	5	\$595.00	\$29,750.00	\$44,750.00
MAG	WaterMaster	14"	\$4,600.48	15.00%	1	\$5,290.55	5	5	\$300.00	\$7,500.00	5	\$595.00	\$14,875.00	\$22,375.00
MAG	MagnaMaster	16"	\$5,443.06	15.00%	1	\$6,259.52	5	5	\$300.00	\$7,500.00	5	\$595.00	\$14,875.00	\$22,375.00
MAG	Mag/Water Master	20"	\$7,800.53	15.00%	8	\$71,764.88	47	5	\$300.00	\$70,500.00	40	\$595.00	\$139,825.00	\$210,325.00
MAG	Watermaster DNE00	24"	\$9,534.46	15.00%	1	\$10,964.63	15	5	\$300.00	\$22,500.00	10	\$595.00	\$44,625.00	\$67,125.00
MAG	MagnaMaster	24"	\$9,534.46	15.00%	7	\$76,752.40	38	5	\$300.00	\$70,000.00	10	\$595.00	\$113,050.00	\$170,050.00
MAG	MagnaMaster	30"	\$13,253.34	15.00%	2	\$30,482.68	10	5	\$300.00	\$15,000.00	5	\$595.00	\$29,750.00	\$44,750.00
MAG	MagnaMaster	32"	\$14,411.62	15.00%	1	\$16,573.36	15	5	\$300.00	\$22,500.00	5	\$595.00	\$44,625.00	\$67,125.00
MAG	MagnaMaster	36"	\$17,317.66	15.00%	1	\$19,915.31	10	5	\$300.00	\$15,000.00	5	\$595.00	\$29,750.00	\$44,750.00
MAG	MagnaMaster	42"	\$21,542.95	15.00%	3	\$74,323.18	15	5	\$300.00	\$22,500.00	5	\$595.00	\$44,625.00	\$67,125.00
MAG	CPTE LUX 2000	48"	\$28,933.96	15.00%	1	\$33,274.05	5	5	\$300.00	\$7,500.00	5	\$595.00	\$14,875.00	\$22,375.00
TOTALS GROUP 1:							363			\$544,500.00	180			\$1,624,425.00

NEW METERS ONLY:														
METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST	Number of Meters	# of Revaluations over 5 year term	Revaluated on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revaluation Cost
MAG	Watermaster DN25	1"	\$1,486.43	15.00%	1	\$1,709.39	4	5	\$595.00	\$11,900.00	4	\$595.00	\$11,900.00	\$23,800.00
TOTALS GROUP 2:							4	5	\$595.00	\$11,900.00	4	\$595.00	\$11,900.00	\$23,800.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

Number of Meters	# of Revalidations over 5 year term	Revalidati on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
5	5	\$300.00	\$7,500.00	5	\$995.00	\$14,875.00	\$22,375.00
9	5	\$300.00	\$13,500.00	5	\$995.00	\$26,775.00	\$40,275.00
4	5	\$300.00	\$6,000.00	5	\$995.00	\$11,900.00	\$17,900.00
6	5	\$300.00	\$9,000.00	6	\$995.00	\$17,850.00	\$26,850.00
4	5	\$300.00	\$6,000.00	5	\$995.00	\$11,900.00	\$17,900.00
4	5	\$300.00	\$6,000.00	5	\$995.00	\$11,900.00	\$17,900.00
10	5	\$300.00	\$15,000.00	5	\$995.00	\$29,750.00	\$44,750.00
			\$63,000.00				\$187,950.00

Number of Meters	# of Revalidations over 5 year term	Revalidati on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
1	5	\$150.00	\$750.00	5	\$995.00	\$2,975.00	\$3,725.00
1	5	\$150.00	\$750.00	5	\$995.00	\$2,975.00	\$3,725.00
1	5	\$150.00	\$750.00	5	\$995.00	\$2,975.00	\$3,725.00
4	5	\$150.00	\$3,000.00	4	\$995.00	\$11,900.00	\$14,900.00
1	5	\$150.00	\$750.00	5	\$995.00	\$2,975.00	\$3,725.00
10	5	\$150.00	\$7,500.00	5	\$995.00	\$29,750.00	\$37,250.00
2	5	\$150.00	\$1,500.00	5	\$995.00	\$5,950.00	\$7,450.00
5	5	\$150.00	\$3,750.00	5	\$995.00	\$14,875.00	\$18,625.00
2	5	\$300.00	\$3,000.00	5	\$995.00	\$5,950.00	\$8,950.00
2	5	\$300.00	\$3,000.00	5	\$995.00	\$5,950.00	\$8,950.00
2	5	\$300.00	\$3,000.00	5	\$995.00	\$5,950.00	\$8,950.00
2	5	\$300.00	\$3,000.00	5	\$995.00	\$5,950.00	\$8,950.00
2	5	\$300.00	\$3,000.00	5	\$995.00	\$5,950.00	\$8,950.00
2	5	\$300.00	\$3,000.00	5	\$995.00	\$5,950.00	\$8,950.00
			\$36,750.00				\$146,825.00

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
GROUP 3: EMCO NO BID						
MAG	EFT10	3"	\$0.00	0.00%	1	\$0.00
MAG	DSM110-4411e	8"	\$0.00	0.00%	1	\$0.00
MAG	DSM110-4411e	12"	\$0.00	0.00%	1	\$0.00
MAG	UFU111	18"	\$0.00	0.00%	2	\$0.00
MAG	DSM110-4411e	20"	\$0.00	0.00%	1	\$0.00
MAG	DSM110-4411e	24"	\$0.00	0.00%	1	\$0.00
MAG	DSM110-4411e	30"	\$0.00	0.00%	1	\$0.00
TOTALS GROUP 3:						

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
GROUP 4: EMERSON						
Venturi	3051C (P Transmit.)	12"	\$1,667.63	15.00%	2	\$3,895.55
Venturi	3051C (P Transmit.)	16"	\$1,667.63	15.00%	2	\$3,895.55
Venturi	3051T (P Transmit.)	20"	\$1,650.00	15.00%	2	\$3,795.00
Venturi	3051T (P Transmit.)	24"	\$1,759.00	15.00%	3	\$6,068.55
Venturi	3051CFC (P Transmit.)	30"	\$2,852.76	15.00%	2	\$6,561.35
Venturi	3051T (P Transmit.)	36"	\$1,759.00	15.00%	3	\$6,068.55
Venturi	3051T (P Transmit.)	60"	\$1,759.00	15.00%	1	\$2,022.85
Mig	3051T (P Transmit.)	16"	\$1,759.00	15.00%	1	\$2,022.85
Mig	Rosemont 8750WA	3"	\$1,779.84	15.00%	1	\$2,046.82
Mig	Rosemont 8750WA	4"	\$1,933.47	15.00%	1	\$2,223.49
Mig	Rosemont 8750WA	6"	\$2,148.40	15.00%	1	\$2,470.66
Mig	Rosemont 8711	8"	\$2,318.49	15.00%	1	\$2,666.26
Mig	Rosemont 8750WA	10"	\$2,850.66	15.00%	1	\$3,278.26
MAG	Rosemont 8750WA	12"	\$3,254.21	15.00%	1	\$3,742.34
TOTALS GROUP 4:						

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
GROUP 5: ENDRESS &						

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

Number of Meters	# of Revalidations over 5 year term	Revalidations Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
4	5	\$300.00	\$6,000.00	5	\$595.00	\$11,900.00	\$17,900.00
							\$17,900.00

Number of Meters	# of Revalidations over 5 year term	Revalidations Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
4	5	\$595.00	\$11,900.00	5	\$595.00	\$11,900.00	\$23,800.00
							\$23,800.00

Number of Meters	# of Revalidations over 5 year term	Revalidations Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
10	5	\$300.00	\$15,000.00	5	\$595.00	\$29,750.00	\$44,750.00
5	5	\$300.00	\$7,500.00	5	\$595.00	\$14,875.00	\$22,375.00
							\$67,125.00

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
MAG	Promag	10"	\$7,825.01	0.00%	1	\$7,825.01
TOTALS GROUP 5:						\$7,825.01

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
Fuji Electric FSC-4 PORTAFLOW -C-KIT-FOR-2-48 INCH PIPES, METER AND TRANSDUCER		48925 2" - 48"	\$5,034.00	15.00%	1	\$5,789.10
Fuji Electric FSV-ULTRASONIC-FLOW-METER, WALL MOUNT METER		24170 2" - 48"	\$3,199.00	15.00%	1	\$3,678.85
TOTALS GROUP 6:						\$9,467.95

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
MAG	OPTIFLUX 2000	2.4"	\$8,068.00	15.00%	1	\$9,272.45
MAG	OPTIFLUX 2000	4.2"	\$35,000.00	15.00%	1	\$40,250.00
TOTALS GROUP 7:						\$49,522.45

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
SEMETRICS						

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

Number of Meters	# of Revalidations over 5 year term	Revalidations on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
4	5	\$0.00	\$0.00	5	\$0.00	\$0.00	\$0.00
							\$0.00

Number of Meters	# of Revalidations over 5 year term	Revalidations on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
12	5	\$450.00	\$27,000.00	5	\$595.00	\$35,700.00	\$62,700.00
25	5	\$450.00	\$56,250.00	5	\$595.00	\$74,375.00	\$130,625.00
5	5	\$450.00	\$11,250.00	3	\$595.00	\$14,875.00	\$26,125.00
1	5	\$450.00	\$2,250.00	5	\$595.00	\$2,975.00	\$5,225.00
5	5	\$450.00	\$11,250.00	5	\$595.00	\$14,875.00	\$26,125.00
5	5	\$450.00	\$11,250.00	5	\$595.00	\$14,875.00	\$26,125.00
							\$119,250.00

Number of Meters	# of Revalidations over 5 year term	Revalidations on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
5	5	\$250.00	\$6,250.00	5	\$595.00	\$14,875.00	\$21,125.00
							\$6,250.00
							\$21,125.00

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
electronics	FT420M include IP800 prop	10"	\$1,081.00	15.00%	2	\$2,486.30
TOTALS GROUP 8:						\$2,486.30

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
MAG	Siemens FM MAG6000	8"	\$1,924.72	15.00%	1	\$2,213.43
MAG	Siemens FM MAG6000	10"	\$2,192.26	15.00%	1	\$2,521.10
MAG	Siemens FM MAG6000	24"	\$5,067.58	15.00%	1	\$5,827.72
Clamp-on Ultrasonic	FUS 1010	3/6"	\$4,510.00	15.00%	1	\$5,186.50
Weir	LU7400	25 ft	\$0.00	15.00%	1	\$0.00
Open Channel Flow Meter (Ultrasonic)	Ultrasonic	N/A	\$1,714.95	15.00%	1	\$1,972.19
TOTALS GROUP 9:						\$17,720.94

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
FLUME	Hydroranger	10"	\$1,900.00	15.00%	1	\$2,185.00
TOTALS GROUP 10:						\$2,185.00

SIGNET

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

Number of Meters	# of Revalidations over 5 year term	Revalidations on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
2	5	\$300.00	\$3,000.00	2	\$995.00	\$2,380.00	\$5,380.00
			\$3,000.00				\$5,380.00

Number of Meters	# of Revalidations over 5 year term	Revalidations on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
10	5	\$0.00	\$0.00	10	\$0.00	\$0.00	\$0.00
20	5	\$0.00	\$0.00	20	\$0.00	\$0.00	\$0.00
			\$0.00				\$0.00

Number of Meters	# of Revalidations over 5 year term	Revalidations on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
25	5	\$0.00	\$0.00	15	\$0.00	\$0.00	\$0.00
			\$0.00				\$0.00

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
Inspection Prop	413515	6"	\$500.00	15.00%	1	\$575.00
TOTALS GROUP 11:						\$575.00

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
TELEDYNE ISCO OPEN CHANNEL RADAR (LASER) NO BID						
LaserFlow Velocity sensor AVS with Meter		8"-41"	\$0.00	0.00%	1	\$0.00
LaserFlow Velocity sensor AVS with Meter "E,X"		42"-108"	\$0.00	0.00%	1	\$0.00
TOTALS GROUP 12:						\$0.00

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
TELEDYNE ISCO 2150 NO BID						
Area Velocity Module	2150 (include SS band)	8"-24"	\$0.00	0.00%	95	\$0.00
TOTALS GROUP 13:						\$0.00

GROUP 14: WATER SPECIALTIES

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

Number of Meters	# of Revalidations over 5 year term	Revalidations on Fee	Total	# of Confined Space Entry Number	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
4	5	\$300.00	\$6,000.00	5	\$595.00	\$11,900.00	\$17,900.00
2	5	\$300.00	\$3,000.00	5	\$595.00	\$5,950.00	\$8,950.00
5	5	\$300.00	\$7,500.00	5	\$595.00	\$14,875.00	\$22,375.00
5	5	\$300.00	\$7,500.00	5	\$595.00	\$14,875.00	\$22,375.00
			\$24,000.00				\$71,600.00

Number of Meters	# of Revalidations over 5 year term	Revalidations on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
2	5	\$300.00	\$3,000.00	5	\$595.00	\$5,950.00	\$8,950.00
2	5	\$300.00	\$3,000.00	5	\$595.00	\$5,950.00	\$8,950.00
2	5	\$300.00	\$3,000.00	5	\$595.00	\$5,950.00	\$8,950.00
2	5	\$300.00	\$3,000.00	5	\$595.00	\$5,950.00	\$8,950.00
			\$12,000.00				\$35,800.00

Number of Meters	# of Revalidations over 5 year term	Revalidations on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost
5	5	\$300.00	\$7,500.00	5	\$595.00	\$14,875.00	\$22,375.00
			\$7,500.00				\$22,375.00

Number of Meters	# of Revalidations over 5 year term	Revalidations on Fee	Total	# of Confined Space Entry Number over 5 year term	Confined Space Entry Fee	Confined Space Total	Extended Confined Space and Revalidation Cost

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
Prop	FC101-02-K	10"	\$847.50	15.00%	1	\$974.63
Prop	FC101-02-K	12"	\$847.50	15.00%	1	\$974.63
Prop	MIG 900	18"	\$5,086.00	15.00%	1	\$5,848.70
Prop	7ML1853	36"	\$13,350.00	15.00%	1	\$15,352.50
TOTALS GROUP 14:						

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
Venturi	PFS HVT-G (Meter)	12"	\$6,500.00	15.00%	1	\$7,475.00
Venturi	PFS HVT-G (Meter)	16"	\$8,300.00	15.00%	1	\$9,545.00
Venturi	PFS HVT-G (Meter)	36"	\$35,500.00	15.00%	1	\$40,825.00
Venturi	PFS HVT-G (Meter)	60"	\$87,000.00	15.00%	1	\$100,050.00
TOTALS GROUP 15:						

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
ULTRASONIC (PS217)	AMETEK US11	12"-60"	\$2,000.00	15.00%	1	\$2,300.00
TOTALS GROUP 16:						

METER TYPE	MFG. MODEL	SIZE	Unit Price	Cost Plus Markup Percentage	ESTIMATED # OF NEW METERS (5 YEARS)	TOTAL COST
GROUP 17: GE AQUATRABS						

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

5	5	\$300.00	\$7,500.00	\$7,500.00	\$599,500.00	\$14,875.00	\$22,375.00
							\$22,375.00

ULTRASONIC (P5217)	GE AQUATHRABS AT 86.8	12" - 60"	\$7,000.00	15.00%	1	\$8,050.00
TOTALS GROUP 17:						\$8,050.00

HOURLY SERVICES:

	Hourly Rate	Estimated # of Hours over 5 year term	Extended Cost (Rate x Hrs)
Hourly Rate	\$95.00	2,000	\$1,900,000.00
Hourly Rate (emergency)	\$2,000.00	10,000	\$2,000,000.00
Total			\$3,900,000.00

PARTS:

	Discount %	Estimated Dollars over 5 Year Term	Extended (Discount @ Dollars)
(% discount from MSRP)	0.00%	1,200,000.00	\$1,200,000.00
Parts (REFURNISHED) % discount from MSRP	0.00%	2,50,000.00	\$2,50,000.00

TOTAL BID: \$9,731,881.76

SERVICES AGREEMENT**EXHIBIT D****PAYMENT/INVOICES****PAYMENT/INVOICES:**

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

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

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

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

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

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

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

SERVICES AGREEMENT

EXHIBIT E

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

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

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