

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 Smith Industries Inc DBA Smith Fence Company, (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to Contract No. 21-0031-B-BW (“ITB”) for Fencing, Gate Operators and Handrails – A Tampa Bay Cooperative Contract 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 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 Public Works Program Coordinator.

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

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

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturor of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

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

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

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force for sixty (60) 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(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

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

The County agrees to pay the Contractor the not-to-exceed sum of \$2,252,315.00, 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.

The following municipalities are cooperative participants of this Tampa Bay Area Purchasing Cooperative (Cooperative) contract: City of Clearwater, City of Dunedin, City of Pinellas Park, City of St. Petersburg, City of Tarpon Springs, Hillsborough County Aviation Authority, Pinellas County School Board.

The Cooperative participants are responsible for the issuance of their own awards and funding in the not-to-exceed sum of \$2,656,040.50 for the sixty (60) month term. Services shall be completed and accepted for the Cooperative locations as provided in Exhibit A herein, payable on a fixed- fee basis for the deliverables as set out in Exhibit C.

The combined County and Cooperative not-to-exceed expenditure for the sixty-month term is \$4,908,355.50.

B. Travel Expenses.

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

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

the designated person as set out in Section 18 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.

6. Personnel.

A. 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.

B. 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 Departments' Project Manager or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Smith Industries Inc DBA Smith Fence Company. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 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.

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.

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:
David Deranzio
Public Works Program Coordinator
22211 US Hwy 19 N, BLDG 1
Clearwater FL 33765
dderanzio@pinellascounty.org

For Contractor:

Attn:
Tommy Smith
Vice President
4699 110th Avenue North
Clearwater FL 33762

with a copy to:
Merry Celeste
Division Director of 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 Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

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

Smith Industries Inc. dba Smith
Fence Company

Name of Firm

By _____

By: 

Signature

Tommy Smith

Print Name

President

Title

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: _____

Deputy Clerk

Approved as to Form

By: 

Office of the County Attorney

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

SPECIFICATIONS

- A. **OBJECTIVE** - To award a contract to provide security and safety materials and services for County owned and maintained properties; requirements include Cooperative participants.
- B. **REQUIREMENTS**
1. **Standard Services Agreement** - The awarded contractor will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be executed.
 2. **Job Quotes** – Prior to beginning work, the awarded contractor will provide the requesting department with a quote that includes labor and materials to be used, as well as start date and completion time frame. Quote must be approved by the department and a purchase order issued prior to initiation of work. All quotes shall be provided within five (5) days from the date of request at no charge.
 3. **Two (2) Man Crew with Tools** – All-inclusive rate billed at hourly unit price for:
 - a. Group 9 – Installation, removal, repair, and replacement of fencing
 - b. Group 11 – Additional Clearing per Hour – Bush Hog – Provide all labor and equipment (commercial grade) to excavate debris and vegetation within the work limits as directed by the County. Removal of vegetation does not include roots and rhizomes. This work includes removal of all trees that are less than 4” and located within the work area.
 4. **Repairs** -
 - a. Repairs must be completed within two (2) weeks of receipt of standard purchase order or as otherwise scheduled by the County.
 - b. Contractor shall respond to the department’s request by visiting the site within forty-eight (48) hours of notification. Job quote to be provided as per Section E., Requirements – 2. Job Quotes.
 - c. Emergency requests for temporary fencing for security purposes shall be responded to within twenty-four (24) hours with work completed in forty-eight (48) hours.
 5. **Warranty** - Standard manufacturer’s warranty shall be in effect for all materials incorporated into the work of this contract. Services/Work will be guaranteed for eighteen (18) months, after the date of completion of work order.
- C. **SCOPE** - The awarded contractor shall provide all materials, tools, labor, supervision, quality control, vehicles, equipment, disposal fees, management and transportation necessary to perform this contract. All costs shall be factored into the individual line item unit price, measurable per the unit defined in the bid summary pages.
1. **Installation:** Installation of fence shall be in accordance with ASTM F 567, and with the following:
 - a. Post spacing shall be spaced a maximum of 10'0"o.c. Terminal spans may be less, to a minimum of 7'0" in order to adjust line spans to even footage.
 - b. Post foundations (footings) shall be:
 - 1) A minimum of 24” deep plus 3 inches for each increase in fabric height above 4 feet.
 - 2) The diameter of the post foundation shall be four (4) times the post diameter.

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EXHIBIT A

STATEMENT OF WORK

- 3) If set into solid rock or concrete, the depth of the post hole shall be three (3) times the diameter of the post and the hole diameter shall be ½ inch greater than the diameter of the post.
 - 4) Gate post foundations shall be in accordance with ASTM F 567, Table 2.
2. **Bracing** - Horizontal brace rails shall be provided on each terminal, corner and gate post and shall extend from these posts to the first adjacent line post. Diagonal brace (truss) rods shall extend back to the terminal, corner, or gate post and shall be furnished with a tightener or turnbuckle.
- a. No brace is required for fabric heights 6 feet or less where a top rail is used.
 - b. On all fabric heights greater than 6 feet, a brace rail is required, even if a top rail is used:
 - 1) When a top rail is used, attach the brace at the halfway point above grade.
 - 2) When a top rail is not used, attach the brace at the two-thirds point above grade.
 - 3) Pull posts shall be used as breaks in vertical grades of 15" and at approximately 330-foot centers except that this maximum may be reduced on curves where the degree of curvature is greater than 3°. Pull posts shall be braced in both directions.
- D. **MATERIALS:** All materials shall be as described and conform to the specifications referenced below:
1. Referenced Specifications –

American Society for Testing and Measurements (ASTM):
A 121 – Metallic Coated Steel Barbed Wire
A.392 – Zinc – Coated Steel Chain Link Fence Fabric
A 491 – Aluminum-Coated Steel Chain Link Fence Fabric
A 824 – Metallic Coated Steel Mar celled Tension Wire for use with Chain Link Fence.
F 567 – Installation of Chain Link Fence
F 626 – Fence Fittings
F 668 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Chain Link Fence Fabric
F 900 – Industrial and Commercial Swing Gates
F 934 – Standard Colors for Polymer – Coated Chain Link Fence Materials
F 1043 – Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework
F 1083 – Pipe, Steel, Hot-Dipped Zinc-coated (Galvanized) Welded, for Fence Structures
F 1664 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Tension Wire used with Chain Link Fence
F 1665 – Polyvinyl Chloride (PVC) and other Organic Polymer Coated Steel Barbed Wire used with Chain Link Fence
F 1910 – Long Barbed Tape Obstacles
 2. Chain Link Fence Fabric -
 - a. Galvanized chain link fence fabric shall be zinc-coated steel conforming to the requirements of American Society for Testing and Materials (ASTM) A 392.
 - 1) The coated wire diameter shall be 9-gage (0.148" ± 0.005").
 - 2) The mesh size of the woven fabric shall be 2" ± 1/8".
 - 3) The fabric height shall be from 4 feet to 12 feet, in one-foot increments, as indicated.
 - 4) The zinc coating weight shall be Class 1, not less than 1.2 oz. /ft. of uncoated wire surface.
 - 5) Fabric shall be supplied in rolls of not less than 50 ft. allowable variance –6".
 - b. Polyvinyl Chloride (PVC) coated steel chain link fence fabric shall conform to the requirements of ASTM F 668.
 - 1) The core wire diameter shall be 9-gage (0.148" ± 0.005").

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

TABLE 1 - FRAMEWORK REQUIREMENTS

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

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| | | | | | | | | |
|----|---|-------|-------|-------|-------|------|-------|------|
| 9 | End, corner or pull post Line post Rail (if required) | 2 1/2 | 2.875 | 12'9" | 0.203 | 5.79 | 0.160 | 4.64 |
| | | 2 | 2.375 | 12'3" | 0.154 | 3.65 | 0.130 | 3.12 |
| | | 1 1/4 | 1.660 | | 0.140 | 2.27 | 0.110 | 1.84 |
| 10 | End, corner or pull post Line post Rail (if required) | 2 1/2 | 2.875 | 14' | 0.203 | 5.79 | 0.160 | 4.64 |
| | | 2 | 2.375 | 13'6" | 0.154 | 3.65 | 0.130 | 3.12 |
| | | 1 1/4 | 1.660 | | 0.140 | 2.27 | 0.110 | 1.84 |
| 11 | End, corner or pull post Line post Rail (if required) | 2 1/2 | 2.875 | 15'3" | 0.203 | 5.79 | 0.160 | 4.64 |
| | | 2 | 2.375 | 14'9" | 0.154 | 3.65 | 0.130 | 3.12 |
| | | 1 1/4 | 1.660 | | 0.140 | 2.27 | 0.110 | 1.84 |
| 12 | End, corner or pull post Line post Rail (if required) | 2 1/2 | 2.875 | 16'6" | 0.203 | 5.79 | 0.160 | 4.64 |
| | | 2 | 2.375 | 16' | 0.154 | 3.65 | 0.130 | 3.12 |
| | | 1 1/4 | 1.660 | | 0.140 | 2.27 | 0.110 | 1.84 |

4. Gates -

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

(1.660" o.d.) Pipe.

1) For fabric height over 6 ft.-fabricate frames using NPS 1-1/2" (1.900" o.d.) pipe.

2) Interior bracing, if required, shall be NPS 1-1/4 (1.660" o.d.) pipe.

(a) Horizontal bracing is required for frames 5 ft. or higher.

(b) Vertical bracing required for frames 12' and wider. Vertical braces shall have a maximum spacing of 8 ft.

b. Fabric cover – the fabric used to cover the fence frame shall be the same type and quality as that used on the adjacent fence.

c. Gates with barbed wire shall have vertical frames to accept three strands of barbed wire.

d. Gates posts shall be either Type I or Type II round tubular pipe in the following sizes for single swing gates or one leaf of double gates.

1) Length of gate posts shall be as for end, corner or pull posts, in Table 1, for the height of fence fabric.

TABLE 2: GATE POST SIZES

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

5. **Braces** – corner, end (terminal) gate and pull posts for chain link fence shall be braced with a brace assembly consisting of:

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- a. NPS 1-1/4 (1.660" o.d.) pipe brace rail and
- b. 3/8" truss rod with tightener, and
- c. Other miscellaneous fittings to complete the installation.

6. Tension Wire -

- a. Metallic coated tension wire
 - 1) Tension wire, top and/or bottom, if required, shall be 7 gauge steel wire.
 - 2) Tension wire shall conform to ASTM A824, Type II, zinc coated, Class 2.
- b. PVC coated tension wire
 - 1) Tension wire, top and/or bottom, if required, shall conform to ASTM F 1664.
 - 2) The PVC coating class shall be Class 2a or 2b.
 - 3) The metallic coated core wire shall be either 9 gage (Class 2a coated) or 7 gage (Class 2b coated).

7. Barbed Wire -

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

8. Barbed Tape -

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

9. Miscellaneous Fittings and Accessories -

- a. Fabric ties – 9-gauge aluminum alloy wire conforming to ASTM F 626.



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

10. Wheatland Razor Tape – Sizes and Specifications -

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

11. Vinyl Fencing: (White)

- a. Fabric: 48" 6 GA., 2" Mesh KK Extruded PVC
- b. Top Rail: 1-5/8" O.D. Spectra SS-40 Pipe, 1.83 lbs. per foot. Top rail 21' inn length, joined with 1-5/8" vinyl coated sleeve.
- c. Line Post: 2" O.D. Spectra SS-40 Pipe, 2.28 lbs. per foot. Line posts set 10' on center maximum spacing. Concrete footing: 6" diameter, 18" depth.
- d. Terminal Post: 2-1/2" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot.
- e. Concrete footing: 6" diameter, 24" depth.
- f. Gates: SINGLE SWING GATE: Framework of 1-5/8" Spectra SS-40 pipe, 1.83 lbs per foot. DOUBLE SWING GATE: Framework of 1-5/8" Spectra SS-40 pipe, 1.83 lbs per foot. Gates braced and trussed as necessary. Same fabric as fence.
- g. Gate Post: SINGLE SWING GATE: 2-1/2" O.D. Spectra SS-40 Pipe, 3.12 lbs. per foot. Concrete footing: 6" diameter, 24" depth.
- h. DOUBLE SWING GATE: 2-1/2" O.D. spectra SS-40 Pipe, 3.12 lbs. per foot.
- i. Concrete footing: 6" diameter, 24" depth.
- j. Tension Wire: 6 GA. Vinyl Coated Coil Spring Tension Wire attached to bottom of fence fabric with 9 GA. Vinyl coated steel hog ring spaced 24" on center.
- k. Fittings: Vinyl coated regular brace band & carriage bolt, vinyl coated combo rail-end, vinyl coated steel loop cap, vinyl coated aluminum cap, 3/16" X 3/4" vinyl coated steel tension bar, vinyl coated regular tension band & carriage bolt.
- l. Tie Wire: 8-1/2" 9GA. Vinyl steel tie wire spaced 15" on center for line posts & 24" on center for rails.
- m. Post Footing: Sakcrete concrete.

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12. Handrail, Pedestrian and Bicycle:

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

Standards can be viewed at: <https://www.fdot.gov/design/standardplans/current/dgns.shtm>

Work items include:

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

13. Gate Operators:

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

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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

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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.*
 - (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (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.

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EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

(1) Workers' Compensation Insurance

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. **No explosion, collapse, or underground damage exclusions allowed.**

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 Bidder 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 Bidder 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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EXHIBIT B

INSURANCE REQUIREMENTS

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above: **No explosion, collapse, or underground damage exclusions allowed.**

Limits

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

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

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EXHIBIT C

PAYMENT SCHEDULE

| Section F - Bid Submittal and Summary | | | | | | | | | |
|--|---|--------------------------|------------------------|--------------------|-----|------------|---------------------|---------------------|---------------------------------|
| 21-0031-B BW | | | | | | | | | |
| Fencing, Gate Operators and Handrails | | | | | | | | | |
| Please complete shaded area only. | | | | | | | | | |
| GROUP 1 - CHAIN LINK FENCE FABRIC, WI 1.2 OZ ZINC COATING PER SQ. FT., ASTM STANDARD. | | | | | | | | | |
| ITEM | DESCRIPTION | EST COUNTY 60 -MONTH QTY | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| 1 | 4' 0" with line posts & top rails | 2,964 | 1,600 | 4,564 | FT | \$11.90 | \$35,271.60 | \$19,040.00 | \$54,311.60 |
| 2 | 6' 0" with line posts & top rails | 10,381 | 13,500 | 23,881 | FT | \$15.75 | \$163,503.90 | \$212,625.00 | \$376,128.90 |
| 3 | 6' 0" with tension wire | 288 | 500 | 788 | FT | \$11.25 | \$3,240.00 | \$5,625.00 | \$8,865.00 |
| 4 | 6' 0" with top rail & 3 strands of barb wire | 1150 | 4,000 | 5,150 | FT | \$16.20 | \$18,623.52 | \$64,800.00 | \$83,423.52 |
| 5 | 7' 0" with line posts & top rails | 6 | 0 | 6 | FT | \$18.75 | \$112.50 | \$0.00 | \$112.50 |
| 6 | 8' 0" with line posts & top rails | 959 | 1,200 | 2,159 | FT | \$20.75 | \$19,895.10 | \$24,900.00 | \$44,795.10 |
| 7 | 10' 0" with line posts & top rails | 64 | 500 | 564 | FT | \$25.40 | \$1,615.44 | \$12,700.00 | \$14,315.44 |
| 8 | 12' 0" with line posts & top rails | 421 | 50 | 471 | FT | \$31.95 | \$13,457.34 | \$1,597.50 | \$15,054.84 |
| TOTAL GROUP 1 | | | | | | | \$255,719.40 | \$341,287.50 | \$597,006.90 |
| GROUP 2 - END & CORNER POSTS, COMPLETE WI BRACES PER SPECIFICATIONS | | | | | | | | | |
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH | EST CO-OP 60 MONTH | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| 1 | 4' end posts | 106 | 35 | 141 | EA | 61.00 | \$6,441.60 | \$2,135.00 | \$8,576.60 |
| 2 | 4' pull posts | 7 | 10 | 17 | EA | 45.00 | \$324.00 | \$450.00 | \$774.00 |
| 3 | 4' corner posts | 76 | 15 | 91 | EA | 79.00 | \$5,972.40 | \$1,185.00 | \$7,157.40 |
| 4 | 6' end posts | 227 | 520 | 747 | EA | 71.00 | \$16,102.80 | \$36,920.00 | \$53,022.80 |
| 5 | 6' pull posts | 46 | 210 | 256 | EA | 52.00 | \$2,371.20 | \$10,920.00 | \$13,291.20 |
| 6 | 6' corner posts | 76 | 315 | 391 | EA | 92.00 | \$6,955.20 | \$28,980.00 | \$35,935.20 |
| 7 | 7' end posts | 37 | 0 | 37 | EA | 167.00 | \$6,212.40 | \$0.00 | \$6,212.40 |
| 8 | 7' pull posts | 1 | 0 | 1 | EA | 104.00 | \$104.00 | \$0.00 | \$104.00 |
| 9 | 7' corner posts | 16 | 0 | 16 | EA | 245.00 | \$3,822.00 | \$0.00 | \$3,822.00 |
| 10 | 8' end posts | 91 | 35 | 126 | EA | 168.00 | \$15,321.60 | \$5,880.00 | \$21,201.60 |
| 11 | 8' pull posts | 7 | 0 | 7 | EA | 106.00 | \$763.20 | \$0.00 | \$763.20 |
| 12 | 8' corner posts | 46 | 4 | 50 | EA | 246.00 | \$11,217.60 | \$984.00 | \$12,201.60 |
| 13 | 10' 0" end posts | 1 | 0 | 1 | EA | 192.00 | \$230.40 | \$0.00 | \$230.40 |
| 14 | 10' 0" corner posts | 7 | 0 | 7 | EA | 270.00 | \$1,944.00 | \$0.00 | \$1,944.00 |
| 15 | 12' 0" end posts | 7 | 0 | 7 | EA | 222.00 | \$1,598.40 | \$0.00 | \$1,598.40 |
| 16 | 12' 0" pull posts | 16 | 2 | 18 | EA | 135.00 | \$2,106.00 | \$270.00 | \$2,376.00 |
| 17 | 12' 0" corner posts | 7 | 0 | 7 | EA | 296.00 | \$2,131.20 | \$0.00 | \$2,131.20 |
| 18 | Addition of Welded Plate to Post w/Anchors, Includes hardware | 197 | 0 | 197 | EA | 35.00 | \$6,888.00 | \$0.00 | \$6,888.00 |
| TOTAL GROUP 2 | | | | | | | \$90,506.00 | \$87,724.00 | \$178,230.00 |

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

| GROUP 3 - VINYL FENCING, GATES, POSTS, TOP RAILS, AND CORNER POSTS W/HARDWARE (White) | | | | | | | | | |
|---|---|------------|--------------|----------|-----|------------|---------------------|---------------------|---------------------|
| ITEM | DESCRIPTION | EST COUNTY | EST CO-OP 60 | TOTAL 60 | UOM | UNIT PRICE | TOTAL PRICE | TOTAL PRICE | TOTAL |
| | | 60 MONTH | | | | | | | |
| | | QTY | | | | | | | |
| 1 | 4' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated | 60 | 400 | 460 | LF | \$1.25 | \$75.00 | \$500.00 | \$575.00 |
| 2 | 6' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated | 3,000 | 3,400 | 6400 | LF | \$1.85 | \$5,550.00 | \$6,290.00 | \$11,840.00 |
| 3 | 8' Vinyl Coated Fabric, 9 gauge core steel strain, vinyl coated | 600 | 1,000 | 1600 | LF | \$2.45 | \$1,470.00 | \$2,450.00 | \$3,920.00 |
| 4 | 4' Vinyl coated fence system w/line post & top rail | 300 | 4,500 | 4800 | LF | \$15.70 | \$4,710.00 | \$70,650.00 | \$75,360.00 |
| 5 | 4' Vinyl coated fence system w/out top rail | 1 | 0 | 1 | LF | \$12.70 | \$12.70 | \$0.00 | \$12.70 |
| 6 | 6' Vinyl coated fence system w/line post & top rail | 4,200 | 2,600 | 6800 | LF | \$20.75 | \$87,150.00 | \$53,950.00 | \$141,100.00 |
| 7 | 8' Vinyl coated fence system w/line post & top rail | 12 | 1,500 | 1512 | LF | \$25.20 | \$302.40 | \$37,800.00 | \$38,102.40 |
| 8 | 4' Vinyl coated end-pull-corner post | 18 | 2 | 20 | EA | \$88.00 | \$1,584.00 | \$176.00 | \$1,760.00 |
| 9 | 6' Vinyl coated end-pull-corner post | 90 | 555 | 645 | EA | \$105.00 | \$9,450.00 | \$58,275.00 | \$67,725.00 |
| 10 | 8' Vinyl coated end-pull-corner post | 4 | 200 | 204 | EA | \$290.00 | \$1,044.00 | \$58,000.00 | \$59,044.00 |
| 11 | 6' White PVC tongue and groove fence (Specifications Attached) | 180 | 450 | 630 | LF | \$24.00 | \$4,320.00 | \$10,800.00 | \$15,120.00 |
| 12 | 4' x 4' single vinyl coated gate | 6 | 11 | 17 | EA | \$223.00 | \$1,338.00 | \$2,453.00 | \$3,791.00 |
| 13 | 4' x 6' single vinyl coated gate | 3 | 11 | 14 | EA | \$305.00 | \$915.00 | \$3,355.00 | \$4,270.00 |
| 14 | 4' x 8' single vinyl coated gate | 12 | 6 | 18 | EA | \$365.00 | \$4,380.00 | \$2,190.00 | \$6,570.00 |
| 15 | 6' x 4' single vinyl coated gate | 10 | 30 | 40 | EA | \$325.00 | \$3,120.00 | \$9,750.00 | \$12,870.00 |
| 16 | 6' x 6' single vinyl coated gate | 12 | 16 | 28 | EA | \$472.00 | \$5,664.00 | \$7,552.00 | \$13,216.00 |
| 17 | 6' x 8' single vinyl coated gate | 1 | 6 | 7 | EA | \$560.00 | \$560.00 | \$3,360.00 | \$3,920.00 |
| 18 | 8' x 4' single vinyl coated gate | 6 | 10 | 16 | EA | \$411.00 | \$2,466.00 | \$4,110.00 | \$6,576.00 |
| 19 | 8' x 6' single vinyl coated gate | 6 | 10 | 16 | EA | \$530.00 | \$3,180.00 | \$5,300.00 | \$8,480.00 |
| 20 | 8' x 8' single vinyl coated gate | 6 | 10 | 16 | EA | \$715.00 | \$4,290.00 | \$7,150.00 | \$11,440.00 |
| 21 | 4' x 6' white PVC gate w/gate post and hardware | 4 | 0 | 4 | EA | \$590.00 | \$2,124.00 | \$0.00 | \$2,124.00 |
| 22 | 5' x 6' white PVC gate w/gate post and hardware | 4 | 3 | 7 | EA | \$600.00 | \$2,400.00 | \$1,800.00 | \$4,200.00 |
| 23 | 6' x 6' white PVC gate w/gate post and hardware | 4 | 3 | 7 | EA | \$610.00 | \$2,440.00 | \$1,830.00 | \$4,270.00 |
| 24 | 6' x 10' white PVC gate w/swing | 1 | 0 | 1 | EA | \$1,100.00 | \$1,100.00 | \$0.00 | \$1,100.00 |
| 25 | Deduction to exclude Top Rail | 12 | 0 | 12 | LF | \$3.00 | \$36.00 | \$0.00 | \$36.00 |
| TOTAL GROUP 3 | | | | | | | \$149,681.10 | \$347,741.00 | \$497,422.10 |

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

| GROUP 4 - ADDITIONAL FENCING MATERIALS | | | | | | | | | |
|---|--|-------------------------|------------------------|--------------------|----------|------------|--------------------|--------------------|---------------------------------|
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH QTY | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| 1 | 6' Privacy Fencing Material, PDS vinyl slat | 78 | 1,500 | 1,578 | LF | \$9.25 | \$721.50 | \$13,875.00 | \$14,596.50 |
| 2 | 8' Privacy Fencing Materials, PDS vinyl slat | 120 | 0 | 120 | LF | \$13.00 | \$1,560.00 | \$0.00 | \$1,560.00 |
| 3 | 6' Wood Stockade (Pressure Treated Pine) | 24 | 0 | 24 | LF | \$17.00 | \$408.00 | \$0.00 | \$408.00 |
| 4 | 8' Wood Stockade (Pressure Treated Pine) | 30 | 0 | 30 | LF | \$34.00 | \$1,020.00 | \$0.00 | \$1,020.00 |
| 5 | 4' Field Fence (FDOT Specifications Attached) Fence Type A | 9,600 | 200 | 9,800 | LF | \$5.75 | \$55,200.00 | \$1,150.00 | \$56,350.00 |
| 6 | Razor Wire, 30" | 16 | 20 | 36 | 50' Roll | \$725.00 | \$11,310.00 | \$14,500.00 | \$25,810.00 |
| 7 | Barbed Wire, metallic | 16 | 0 | 16 | 50' Roll | \$40.00 | \$624.00 | \$0.00 | \$624.00 |
| 8 | Barbed Wire, PVC coated | 16 | 0 | 16 | 50' Roll | \$45.00 | \$720.00 | \$0.00 | \$720.00 |
| 9 | Roller Chain #40 Steel | 30 | 0 | 30 | LF | \$5.00 | \$150.00 | \$0.00 | \$150.00 |
| TOTAL GROUP 4 | | | | | | | \$71,713.50 | \$29,525.00 | \$101,238.50 |

| GROUP 5A - GATES, INCLUDING POSTS & HARDWARE FOR 4' 0" FENCE | | | | | | | | | |
|---|-----------------------|-------------------------|------------------------|--------------------|-----|------------|--------------------|--------------------|---------------------------------|
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH QTY | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| 1 | 16' cantilever gate | 6 | 1 | 7 | EA | \$1,138.00 | \$6,828.00 | \$1,138.00 | \$7,966.00 |
| 2 | 20' cantilever gate | 6 | 0 | 6 | EA | \$1,254.00 | \$7,524.00 | \$0.00 | \$7,524.00 |
| 3 | 24' cantilever gate | 6 | 0 | 6 | EA | \$1,312.00 | \$7,872.00 | \$0.00 | \$7,872.00 |
| 4 | 12' single swing gate | 6 | 3 | 9 | EA | \$425.00 | \$2,550.00 | \$1,275.00 | \$3,825.00 |
| 5 | 10' single swing gate | 6 | 4 | 10 | EA | \$373.00 | \$2,238.00 | \$1,492.00 | \$3,730.00 |
| 6 | 8' single swing gate | 12 | 0 | 12 | EA | \$301.00 | \$3,612.00 | \$0.00 | \$3,612.00 |
| 7 | 6' single swing gate | 12 | 22 | 34 | EA | \$250.00 | \$3,000.00 | \$5,500.00 | \$8,500.00 |
| 8 | 4' single swing gate | 12 | 7 | 19 | EA | \$185.00 | \$2,220.00 | \$1,295.00 | \$3,515.00 |
| TOTAL GROUP 5A | | | | | | | \$35,844.00 | \$10,700.00 | \$46,544.00 |

| GROUP 5B - GATES, INCLUDING POSTS & HARDWARE FOR 6' 0" FENCE | | | | | | | | | |
|---|-----------------------|-------------------------|------------------------|--------------------|-----|------------|--------------------|--------------------|---------------------------------|
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH QTY | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| 1 | 16' cantilever gate | 9 | 5 | 14 | EA | \$1,423.00 | \$12,807.00 | \$7,115.00 | \$19,922.00 |
| 2 | 20' cantilever gate | 9 | 0 | 9 | EA | \$1,595.00 | \$14,355.00 | \$0.00 | \$14,355.00 |
| 3 | 12' single swing gate | 9 | 5 | 14 | EA | \$612.00 | \$5,508.00 | \$3,060.00 | \$8,568.00 |
| 4 | 10' single swing gate | 9 | 10 | 19 | EA | \$534.00 | \$4,806.00 | \$5,340.00 | \$10,146.00 |
| 5 | 8' single swing gate | 19 | 22 | 41 | EA | \$426.00 | \$8,094.00 | \$9,372.00 | \$17,466.00 |
| 6 | 6' single swing gate | 56 | 40 | 96 | EA | \$350.00 | \$19,740.00 | \$14,000.00 | \$33,740.00 |
| 7 | 4' single swing gate | 29 | 32 | 61 | EA | \$252.00 | \$7,308.00 | \$8,064.00 | \$15,372.00 |
| 8 | 20' slide gate | 9 | 1 | 10 | EA | \$985.00 | \$8,865.00 | \$985.00 | \$9,850.00 |
| TOTAL GROUP 5B | | | | | | | \$81,483.00 | \$47,936.00 | \$129,419.00 |

| GATE 5C - GATES, INCLUDING POSTS & HARDWARE FOR 7' 0" FENCE | | | | | | | | | |
|--|-----------------------|------------------------------|-----------------------------|-------------------------|-----|------------|--------------------|--------------------|---------------------------------|
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH QUANTITY | EST CO-OP 60 MONTH QUANTITY | TOTAL 60 MONTH QUANTITY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| 1 | 16' cantilever gate | 4 | 0 | 4 | EA | \$1,485.00 | \$5,940.00 | \$0.00 | \$5,940.00 |
| 2 | 24' cantilever gate | 4 | 0 | 4 | EA | \$1,865.00 | \$7,460.00 | \$0.00 | \$7,460.00 |
| 3 | 12' single swing gate | 4 | 0 | 4 | EA | \$681.00 | \$2,724.00 | \$0.00 | \$2,724.00 |
| 4 | 10' single swing gate | 4 | 0 | 4 | EA | \$594.00 | \$2,376.00 | \$0.00 | \$2,376.00 |
| 5 | 8' single swing gate | 4 | 0 | 4 | EA | \$505.00 | \$2,020.00 | \$0.00 | \$2,020.00 |
| 6 | 6' single swing gate | 4 | 20 | 24 | EA | \$383.00 | \$1,532.00 | \$7,660.00 | \$9,192.00 |
| 7 | 4' single swing gate | 4 | 20 | 24 | EA | \$295.00 | \$1,180.00 | \$5,900.00 | \$7,080.00 |
| TOTAL GROUP 5C | | | | | | | \$23,232.00 | \$13,560.00 | \$36,792.00 |

| GROUP 5D - GATES, INCLUDING POST & HARDWARE FOR 8' 0" FENCE | | | | | | | | | |
|--|-----------------------|-------------------------|------------------------|--------------------|-----|------------|--------------------|--------------------|---------------------------------|
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH QTY | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| 1 | 16' cantilever gate | 1 | 0 | 1 | EA | \$1,595.00 | \$1,595.00 | \$0.00 | \$1,595.00 |
| 2 | 24' cantilever gate | 4 | 0 | 4 | EA | \$2,029.00 | \$8,116.00 | \$0.00 | \$8,116.00 |
| 3 | 12' single swing gate | 1 | 0 | 1 | EA | \$762.00 | \$762.00 | \$0.00 | \$762.00 |
| 4 | 10' single swing gate | 1 | 0 | 1 | EA | \$664.00 | \$664.00 | \$0.00 | \$664.00 |
| 5 | 8' single swing gate | 4 | 6 | 10 | EA | \$563.00 | \$2,252.00 | \$3,378.00 | \$5,630.00 |
| 6 | 6' single swing gate | 9 | 8 | 17 | EA | \$426.00 | \$3,834.00 | \$3,408.00 | \$7,242.00 |
| 7 | 4' single swing gate | 12 | 11 | 23 | EA | \$326.00 | \$3,912.00 | \$3,586.00 | \$7,498.00 |
| TOTAL GROUP 5D | | | | | | | \$21,135.00 | \$10,372.00 | \$31,507.00 |

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

| GROUP SB - GATES, INCLUDING POSTS & HARDWARE FOR 6' 0" FENCE | | | | | | | | | |
|---|---|------------------------------------|-----------------------------------|-------------------------|-----|------------|--------------------|--------------------|---------------------------------|
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| | | QTY | | | | | | | |
| 1 | 16' cantilever gate | 9 | 5 | 14 | EA | \$1,423.00 | \$12,807.00 | \$7,115.00 | \$19,922.00 |
| 2 | 20' cantilever gate | 9 | 0 | 9 | EA | \$1,595.00 | \$14,355.00 | \$0.00 | \$14,355.00 |
| 3 | 12' single swing gate | 9 | 5 | 14 | EA | \$612.00 | \$5,508.00 | \$3,060.00 | \$8,568.00 |
| 4 | 10' single swing gate | 9 | 10 | 19 | EA | \$534.00 | \$4,806.00 | \$5,340.00 | \$10,146.00 |
| 5 | 8' single swing gate | 19 | 22 | 41 | EA | \$426.00 | \$8,094.00 | \$9,372.00 | \$17,466.00 |
| 6 | 6' single swing gate | 56 | 40 | 96 | EA | \$350.00 | \$19,740.00 | \$14,000.00 | \$33,740.00 |
| 7 | 4' single swing gate | 29 | 32 | 61 | EA | \$252.00 | \$7,308.00 | \$8,064.00 | \$15,372.00 |
| 8 | 20' slide gate | 9 | 1 | 10 | EA | \$985.00 | \$8,865.00 | \$985.00 | \$9,850.00 |
| TOTAL GROUP SB | | | | | | | \$81,483.00 | \$47,936.00 | \$129,419.00 |
| GATE SC - GATES, INCLUDING POSTS & HARDWARE FOR 7' 0" FENCE | | | | | | | | | |
| ITEM | DESCRIPTION | ESTIMATED COUNTY 60 MONTH QUANTITY | ESTIMATED CO-OP 60 MONTH QUANTITY | TOTAL 60 MONTH QUANTITY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| | | QTY | | | | | | | |
| 1 | 16' cantilever gate | 4 | 0 | 4 | EA | \$1,485.00 | \$5,940.00 | \$0.00 | \$5,940.00 |
| 2 | 24' cantilever gate | 4 | 0 | 4 | EA | \$1,865.00 | \$7,460.00 | \$0.00 | \$7,460.00 |
| 3 | 12' single swing gate | 4 | 0 | 4 | EA | \$681.00 | \$2,724.00 | \$0.00 | \$2,724.00 |
| 4 | 10' single swing gate | 4 | 0 | 4 | EA | \$594.00 | \$2,376.00 | \$0.00 | \$2,376.00 |
| 5 | 8' single swing gate | 4 | 0 | 4 | EA | \$505.00 | \$2,020.00 | \$0.00 | \$2,020.00 |
| 6 | 6' single swing gate | 4 | 20 | 24 | EA | \$383.00 | \$1,532.00 | \$7,660.00 | \$9,192.00 |
| 7 | 4' single swing gate | 4 | 20 | 24 | EA | \$295.00 | \$1,180.00 | \$5,900.00 | \$7,080.00 |
| TOTAL GROUP SC | | | | | | | \$23,232.00 | \$13,560.00 | \$36,792.00 |
| GROUP SD - GATES, INCLUDING POST & HARDWARE FOR 8' 0" FENCE | | | | | | | | | |
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| | | QTY | | | | | | | |
| 1 | 16' cantilever gate | 1 | 0 | 1 | EA | \$1,595.00 | \$1,595.00 | \$0.00 | \$1,595.00 |
| 2 | 24' cantilever gate | 4 | 0 | 4 | EA | \$2,029.00 | \$8,116.00 | \$0.00 | \$8,116.00 |
| 3 | 12' single swing gate | 1 | 0 | 1 | EA | \$762.00 | \$762.00 | \$0.00 | \$762.00 |
| 4 | 10' single swing gate | 1 | 0 | 1 | EA | \$664.00 | \$664.00 | \$0.00 | \$664.00 |
| 5 | 8' single swing gate | 4 | 6 | 10 | EA | \$563.00 | \$2,252.00 | \$3,378.00 | \$5,630.00 |
| 6 | 6' single swing gate | 9 | 8 | 17 | EA | \$426.00 | \$3,834.00 | \$3,408.00 | \$7,242.00 |
| 7 | 4' single swing gate | 12 | 11 | 23 | EA | \$326.00 | \$3,912.00 | \$3,586.00 | \$7,498.00 |
| TOTAL GROUP SD | | | | | | | \$21,135.00 | \$10,372.00 | \$31,507.00 |
| GROUP SE - GATES, INCLUDING POST & HARDWARE FOR 10' 0" FENCE | | | | | | | | | |
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | TOTAL | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| | | QTY | | | | | | | |
| 1 | 16' cantilever gate | 1 | 0 | 1 | EA | \$1,630.00 | \$1,630.00 | \$0.00 | \$1,630.00 |
| 2 | 24' cantilever gate | 4 | 0 | 4 | EA | \$2,065.00 | \$8,260.00 | \$0.00 | \$8,260.00 |
| 3 | 12' single swing gate | 1 | 0 | 1 | EA | \$880.00 | \$880.00 | \$0.00 | \$880.00 |
| 4 | 10' single swing gate | 1 | 0 | 1 | EA | \$760.00 | \$760.00 | \$0.00 | \$760.00 |
| 5 | 8' single swing gate | 4 | 0 | 4 | EA | \$640.00 | \$2,560.00 | \$0.00 | \$2,560.00 |
| 6 | 6' single swing gate | 9 | 0 | 9 | EA | \$482.00 | \$4,338.00 | \$0.00 | \$4,338.00 |
| 7 | 4' single swing gate | 12 | 0 | 12 | EA | \$365.00 | \$4,380.00 | \$0.00 | \$4,380.00 |
| TOTAL GROUP SE | | | | | | | \$22,808.00 | \$0.00 | \$22,808.00 |
| GROUP SF - GATES, INCLUDING POST & HARDWARE FOR 12' 0" FENCE | | | | | | | | | |
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH QTY | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| | | QTY | | | | | | | |
| 1 | 16' cantilever gate | 4 | 0 | 4 | EA | \$2,120.00 | \$8,480.00 | \$0.00 | \$8,480.00 |
| 2 | 24' cantilever gate | 4 | 0 | 4 | EA | \$2,780.00 | \$11,120.00 | \$0.00 | \$11,120.00 |
| 3 | 12' single swing gate | 4 | 0 | 4 | EA | \$1,080.00 | \$4,320.00 | \$0.00 | \$4,320.00 |
| 4 | 10' single swing gate | 4 | 0 | 4 | EA | \$930.00 | \$3,720.00 | \$0.00 | \$3,720.00 |
| 5 | 8' single swing gate | 4 | 0 | 4 | EA | \$778.00 | \$3,112.00 | \$0.00 | \$3,112.00 |
| 6 | 6' single swing gate | 1 | 0 | 1 | EA | \$585.00 | \$585.00 | \$0.00 | \$585.00 |
| 7 | 4' single swing gate | 4 | 0 | 4 | EA | \$430.00 | \$1,720.00 | \$0.00 | \$1,720.00 |
| 8 | Wheel Assembly, 5", for Roll Gate, w/hardware | 30 | 1 | 31 | EA | \$30.00 | \$900.00 | \$30.00 | \$930.00 |
| 9 | Wheel Assembly, 8", for Roll Gate, w/hardware | 30 | 1 | 31 | EA | \$40.00 | \$1,200.00 | \$40.00 | \$1,240.00 |
| TOTAL GROUP SF | | | | | | | \$35,157.00 | \$70.00 | \$35,227.00 |

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

| GROUP 6 – HANDRAIL - PEDESTRIAN AND BICYCLE: | | | | | | | | | |
|---|---|-------------------------|------------------------|--------------------|-----|------------|--------------------|---------------------|---------------------------------|
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH QTY | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED (CONTRACT) PRICE |
| 1 | 3 Rail Steel Handrail – FDOT Index No. 800 Bicycle w/hardware | 72 | 500 | 572 | LF | \$50.00 | \$3,600.00 | \$25,000.00 | \$28,600.00 |
| 2 | 3 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardware | 48 | 500 | 548 | LF | \$42.00 | \$2,016.00 | \$21,000.00 | \$23,016.00 |
| 3 | 2 Rail Steel – FDOT Index No. 860 Pedestrian w/hardware | 30 | 1,000 | 1030 | LF | \$42.00 | \$1,260.00 | \$42,000.00 | \$43,260.00 |
| 4 | 2 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardware | 750 | 1,000 | 1750 | LF | \$38.00 | \$28,500.00 | \$38,000.00 | \$66,500.00 |
| 5 | REPLACE - 3 Rail Steel Handrail – FDOT Index No. 800 Bicycle w/hardware | 150 | 0 | 150 | LF | \$53.00 | \$7,950.00 | \$0.00 | \$7,950.00 |
| 6 | REPLACE - 3 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardware | 540 | 0 | 540 | LF | \$44.00 | \$23,760.00 | \$0.00 | \$23,760.00 |
| 7 | REPLACE - 2 Rail Steel – FDOT Index No. 860 Pedestrian w/hardware | 30 | 0 | 30 | LF | \$45.00 | \$1,350.00 | \$0.00 | \$1,350.00 |
| 8 | REPLACE - 2 Rail Aluminum – FDOT Index No. 870 Bicycle, w/hardware | 300 | 0 | 300 | LF | \$40.00 | \$12,000.00 | \$0.00 | \$12,000.00 |
| 9 | REPLACE - 2 Rail Steel – FDOT Index No. 860 Pedestrian w/hardware | 30 | 0 | 30 | LF | \$45.00 | \$1,350.00 | \$0.00 | \$1,350.00 |
| TOTAL GROUP 6 | | | | | | | \$81,786.00 | \$126,000.00 | \$207,786.00 |

| GROUP 7 – GATE OPERATORS | | | | | |
|---------------------------------|---------------------------------|------------------------|-------------------|-------------------|--------------|
| | ESTIMATED COUNTY 60 MONTH USAGE | EST CO-OP 60 MONTH QTY | TOAL 60 MONTH QTY | MARK UP FROM COST | Total Cost |
| | \$335,000.00 | \$0.00 | \$335,000.00 | 20% | \$402,000.00 |

| GROUP 8 – REMOVAL AND DISPOSAL OF OLD FENCE UP TO AND INCLUDING 6' HIGH | | | | | | | | | |
|--|--|-------------------------|------------------------|--------------------|-----|------------|--------------------|-------------------|-------------------------------|
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH QTY | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED CONTRACT PRICE |
| 1 | Removal of Old Fence up to and including 6' high | 4,200 | 1,500 | 5,700 | LF | \$1.75 | \$7,350.00 | \$2,625.00 | \$9,975.00 |
| TOTAL GROUP 8 | | | | | | | \$7,350.00 | \$2,625.00 | \$9,975.00 |

| GROUP 9 – INSTALLATION AND REMOVAL OF FENCING (Includes Temporary) | | | | | | | | | |
|---|--|------------------------------------|-----------------------------------|--------------------|------|------------|---------------------|---------------------|-------------------------------|
| ITEM | DESCRIPTION | ESTIMATED COUNTY 60 MONTH QUANTITY | ESTIMATED CO-OP 60 MONTH QUANTITY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED CONTRACT PRICE |
| 1 | RATE CHARGES MONDAY THROUGH FRIDAY 8:00 A.M. – 5:00 P.M. (straight time) | 3,180 | 1,100 | 4,280 | Hour | \$100.00 | \$318,000.00 | \$110,000.00 | \$428,000.00 |
| 2 | RATE CHARGES MONDAY THROUGH FRIDAY (over time/Holiday) | 78 | 20 | 98 | Hour | \$150.00 | \$11,700.00 | \$3,000.00 | \$14,700.00 |
| TOTAL GROUP 9 | | | | | | | \$329,700.00 | \$113,000.00 | \$442,700.00 |

| GROUP 10 – REPAIR AND REPLACEMENT OF FENCING | | | | | | | | | |
|---|--------------|-------------------------|------------------------|--------------------|------|------------|--------------------|-----------------------|-------------------------------|
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH QTY | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE COUNTY | TOTAL PRICE CO-OP | TOTAL COMBINED CONTRACT PRICE |
| 1 | RATE CHARGES | 900 | 15,240 | 16,140 | Hour | \$100.00 | \$90,000.00 | \$1,524,000.00 | \$1,614,000.00 |
| TOTAL GROUP 10 | | | | | | | \$90,000.00 | \$1,524,000.00 | \$1,614,000.00 |

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

| GROUP 11 ADDITIONAL CLEARING PER HOUR: | | | | | | | | | |
|--|----------------------------------|----------------------------|---------------------------|-----------------------------------|------|------------|-------------|-------------|-------------------|
| ITEM | DESCRIPTION | EST COUNTY 60 MONTH QTY | EST CO-OP 60 MONTH QTY | TOTAL 60 MONTH QTY | UOM | UNIT PRICE | TOTAL PRICE | TOTAL PRICE | TOTAL COMBINED |
| | | | | | | | COUNTY | CO-OP | CONTRACT PRICE |
| 1 | CLEARING WITH BUSH HOG | 42 | 15 | 57 | Hour | \$100.00 | \$4,200.00 | \$1,500.00 | \$5,700.00 |
| TOTAL GROUP 11 | | | | | | | \$4,200.00 | \$1,500.00 | \$5,700.00 |
| | | | | | | | | | |
| | UNSPECIFIED WORK (60 Months) | \$550,000.00 | | | | | | | |
| | % Mark-Up from Cost | 20% | | | | | | | |
| | | | | | | | | | |
| | 5 Year Totals | | | | | | | | |
| | | County Total | Coop Total | Count and COOP Total | | | | | |
| | TOTAL GROUP 1: | \$255,719.40 | \$341,287.50 | \$597,006.90 | | | | | |
| | TOTAL GROUP 2 | \$90,506.00 | \$87,724.00 | \$178,230.00 | | | | | |
| | TOTAL GROUP 3 | \$149,681.10 | \$347,741.00 | \$497,422.10 | | | | | |
| | TOTAL GROUP 4 | \$71,713.50 | \$29,525.00 | \$101,238.50 | | | | | |
| | TOTAL GROUP 5A | \$35,844.00 | \$10,700.00 | \$46,544.00 | | | | | |
| | TOTAL GROUP 5B | \$81,483.00 | \$47,936.00 | \$129,419.00 | | | | | |
| | TOTAL GROUP 5C | \$23,232.00 | \$13,560.00 | \$36,792.00 | | | | | |
| | TOTAL GROUP 5D | \$21,135.00 | \$10,372.00 | \$31,507.00 | | | | | |
| | TOTAL GROUP 5E | \$22,808.00 | \$0.00 | \$22,808.00 | | | | | |
| | TOTAL GROUP 5F | \$35,157.00 | \$70.00 | \$35,227.00 | | | | | |
| | TOTAL GROUP 6 | \$81,786.00 | \$126,000.00 | \$207,786.00 | | | | | |
| | TOTAL GROUP 7 | \$402,000.00 | \$0.00 | \$402,000.00 | | | | | |
| | TOTAL GROUP 8 | \$7,350.00 | \$2,625.00 | \$9,975.00 | | | | | |
| | TOTAL GROUP 9 | \$329,700.00 | \$113,000.00 | \$442,700.00 | | | | | |
| | TOTAL GROUP 10 | \$90,000.00 | \$1,524,000.00 | \$1,614,000.00 | | | | | |
| | TOTAL GROUP 11 | \$4,200.00 | \$1,500.00 | \$5,700.00 | | | | | |
| | TOTAL FOR GROUPS 1 THROUGH 11 | \$1,702,315.00 | \$2,656,040.50 | \$4,358,355.50 | | | | | |
| | | | | | | | | | |
| | UNSPECIFIED WORK | \$550,000.00 | \$0.00 | \$550,000.00 | | | | | |
| | | | | | | | | | |
| | | County 5 Year Total | Co-op 5 year total | County and Co- op 5 year total | | | | | |
| | GRAND TOTAL | \$2,252,315.00 | \$2,656,040.50 | \$4,908,355.50 | | | | | |

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.