

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this 7 day of October, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Yellowstone Landscape - Southeast, LLC dba Yellowstone Landscape, (“Contractor”) (individually, “Party,” collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, the County requested proposals pursuant to 189-0354-B for Landscape and Irrigation Maintenance 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 and any other information designated in writing by the County as County Confidential Information.

**C. “Contractor Confidential Information”** means any Contractor 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 the Section Manager or County Designee.

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

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

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

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

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

**4. Term of Agreement.**

**A. Initial Term.**

The term of this Agreement shall commence on October 1, 2021 and shall remain in full force and effect for forty-five (45) months through June 22, 2025.

**B. Term Extension.**

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

## 5. Pricing/ Period of Contract

Unit prices shall be adjustable at 12 months after the date of award and thereafter annually for the life of the contract. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 2%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

## 6. Compensation and Method of Payment.

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

**B.** The County agrees to pay the Contractor the not-to-exceed sum of \$902,692.00 with an average annual expenditure of 225,673.00 for Services completed and accepted as provided in Section 15 herein if applicable, payable by the rates set out in Exhibit C attached hereto upon submittal of an invoice as required herein.

**C. Travel Expenses.**

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

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

**E. Payments.** 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 as provided in Exhibit D attached hereto.

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.

## 7. 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.

## 8. 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.

9. **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.

10. **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 Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

11. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3) 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.

**12. Compliance with Laws.** The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

**13. Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

**14. 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.

**15. 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.

**16. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Section 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 Yellowstone Landscape, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 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.

**17. Subcontracting/Assignment.**

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

**B. Assignment.**

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

**18. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23 (others which by their nature would survive)

**19. 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:

Parks and Conservation Resource Department  
12520 Ulmerton Road  
Largo, FL 33774

Attn: Robert Curtis  
727-582-2547  
scurtis@pinellascounty.org

For Contractor:

Yellowstone Landscape-Southeast, LLC  
DBA Yellowstone Landscape  
9506 North Trask Street  
Tampa, FL 33624

Attn: James Macwilliam  
Branch Manager  
813-766-6299  
[jmacwilliam@yellowstonelandscape.com](mailto:jmacwilliam@yellowstonelandscape.com)

with a copy to:  
Purchasing Director  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

**20. 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.

**21. Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

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

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.



**28. 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 County Administrator



By: \_\_\_\_\_

Yellowstone Landscape - Southeast, LLC dba  
Yellowstone Landscape

\_\_\_\_\_

By: William B. Simpson

Name: William B.

Title: Business Development

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

By Keiah Townsend  
Office of the County Attorney

By: \_\_\_\_\_  
Office of the County Attorney

## STATEMENT OF WORK

**A. OBJECTIVE**

Pinellas County intends to contract for Landscape Maintenance Services for various Facilities and Real Property Division locations managed by the Parks and Conservation Department(Parks). The types of services include but are not limited to; landscape maintenance to include edging, weeding, tree, shrub and palm pruning and mulching; irrigation system maintenance and repair; pest control, fertilizing and maintenance of perennial groundcover beds.

This contract for Landscape Maintenance Services will encompass various facilities and locations throughout the County.

**B. REQUIREMENTS**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 allowed.

The Contractor shall be responsible for all labor, materials and equipment necessary for the proper care and maintenance of the landscaping, irrigation (including repair) and related landscaping structures and systems within the property and all reporting measures required for administration as described in the contract specifications.

Unless otherwise specified, cycles will be bi-weekly with two additional cycles in the grow season not to exceed 26 cycles per year. Bidder must meet the schedule unless agreed upon in writing in advance with the designated county representative. Additional cycles may be requested by the County representative; cycle pricing will be per bid pricing.

A maintenance cycle consists of the following:

- a. Litter collection-remove all trash and debris
- b. Prune all required landscaping
- c. String trim or treat areas chemically along fence lines walkway or curbs
- d. Mechanical edge hard and soft -scape, tree rings, plant beds, and all buildings and other areas bordered by landscape beds
- e. Bed maintenance -maintain beds to a weed free appearance mechanically or chemically
- f. Remove any clippings and plant debris from impervious surfaces or landscape beds
- g. Repair any broken irrigation in the landscape bed

areas Pest control on a as needed basis

There are twenty-seven (26) County locations included with this contract.

The following specifications are set as the minimums to gain the desired healthy and attractive landscaping. The following items have been included for explanation:

1. **SUSTAINABILITY:** Pinellas County's Comprehensive Plan at [http://www.pinellascounty.org/plan/comprehensive\\_plan.htm](http://www.pinellascounty.org/plan/comprehensive_plan.htm) includes the following items that are pertinent to this contract.
  - a. Policy 7.1.9: "Pinellas County shall continue to utilize environmentally beneficial landscape principles, incorporating low maintenance design, integrated pesticide management and will incorporate Florida Yard and Neighborhoods landscape materials and designs, at all new or re-landscaped County properties".
  - b. Policy 7.3.3: "Recognize that protection and enhancement of the native tree canopy is integral to the County's sustainability ethic and contributes incrementally to improving the local and global climate".

## STATEMENT OF WORK

- c. Policy 6.1.5: "In recognition of the County's near built-out condition and the fragile balance between the urban interface and its regional parks system and environmental lands, Pinellas County will institutionalize sustainability ethics as a way to help the County's natural reservations remain intact for habitat value and the enjoyment and benefit of future generations".

Therefore, Pinellas County strongly urges the contractors to implement procedures and practices in carrying out this contract that protect the environment and conserve energy and natural resources, especially water.

The Contractor is encouraged to become a Green Business Partnership (GBP) which is a voluntary assessment that recognizes businesses, business organizations and local governments for their environmental stewardship and sustainable practices offered through the University of Florida/IFAS Pinellas County Extension, which encourages conservation of resources, waste reduction, energy conservation and cost savings.

**2. SUBCONTRACTORS:**

- a) The use of subcontractors is allowable. The contractor may subcontract certain procedures or operations as required.
- b) The use of a subcontractor must be approved by designated County Representative prior to the initiation of any work.
- c) Proof of proper licensing and insurance for subcontractor will be provided upon request.
- d) The contractor is held responsible for any work performed by any subcontractor engaged.

**3. NOISE ABATEMENT:**

Contractor must adhere to the all Federal, State, County and City ordinances to include noise abatement.

**4. NON-PERFORMANCE**

- a) Deductions for non-performance shall not substitute for the obligation of the contractor to perform.
- b) The contractor will ensure that each maintenance cycle is satisfactorily and thoroughly performed as outlined in these specifications. The deliverables include all related tasks (example: soft edging, pruning ,tree trimming up to 10ft, mulching and irrigation, blowing/sweeping, litter/debris removal and grass clump dispersal). The contractor will also ensure that all work associated with each maintenance cycle shall be completed fully within the designated time schedule.
- c) In the event that the contractor fails to perform any of the related tasks during a cycle of this contract, then the County reserves the right to impose a monetary deduction to reflect the deficient task(s). The County will inform the contractor in writing of the deficient task(s) and impose deductions as follows:
  - IV. Completion of work after the cycle deadline but not more than 7 calendar days after the deadline date: Deduction of 10% of full cycle compensation.
  - V. Completion of work between 8 and 14 calendar days after the deadline date: Deduction of 25% of full cycle compensation.
  - VI. Non-completion of work at any time 15 days or more after the deadline date: County reserves the right to complete the cycle using other options and will utilize funding designated for the cycle, up to the full amount, to compensate other entities, including the County, for the work required. Contractor will be deducted the amount on their next billing.
- d) Consistent acts of non-performance shall be deemed a breach of contract obligation and may lead to contract cancellation with cause.

## STATEMENT OF WORK

Specific practices that the contractor is encouraged to use include the following statements.

- a. Vehicles and gasoline-powered equipment shall be maintained in such a manner as to reduce emissions and noise pollution.
- b. Maintenance activities shall be conducted in such a manner as to not pollute or impact storm water systems which would then impact the watershed to which they belong.
- c. Where possible the contractor shall follow principles and practices that reduce waste and include recycling.
- d. Landscape debris generated as a result of maintenance activities of this contract should be composted by the contractor or through Pinellas County Solid Waste.

In addition, the contractor shall avoid practices that result in the spread of exotic invasive plants.

Plants listed as Category I invasive exotics from the Florida Exotic Pest Plant Council (FLEPPC) should be treated with appropriated herbicides and/or removed when they occur in areas being maintained under this contract.

#### 5. REQUIREMENTS FOR LICENSES / CERTIFICATIONS / PERMITS:

The Contractor must adhere to the County's requirements for licenses, certifications and permits and be able to provide the insurance coverage required.

- a. Contractor shall supply all necessary licenses, certifications and permits to do the required work with their bid submittal.
- b. All licenses, for the company and employees, must be kept current and copies of new or renewed licenses and certifications must be given to designated County representative at time of renewal or replacement.
- c. **Best Management Practices:** All landscape maintenance work must be performed by staff certified in Pinellas County Landscape Best Management (BMP) certification program in accordance with Pinellas County Code Article XIII, Chapter 58, Ordinance 10-06: The Landscape Maintenance and Fertilizer Use and Application Ordinance Pinellas County Landscape BMP Certification. The contractor must comply with all rules, regulations and guidelines contained in the ordinance, especially as it relates to handling plant debris/grass clippings generated by maintenance activities (
- d. **Pest Control Operator Certification:** Contractor or full-time employee of the contractor shall possess a Postcentral Operator (PCO) certification, Ornamental and Turf Pest Control category, issued by the Florida Department of Agriculture and Commercial Services (FDACS) and a FDACS issued Pest Control Business License and shall submit documentation with bid.
- e. **Worksite Traffic Supervisor:** Contractor or a full time employee of the contractor shall be certified in accordance with Florida Department of Transportation (FDOT) Intermediate Maintenance of Traffic and shall submit documentation with bid.
- f. **Certified Arborist:** Contractor shall ensure that all tree pruning is to be performed using staff supervised in the field by personnel trained and/or certified in Arboriculture by the International Society of Arboriculture (ISA)

#### 6. REQUIREMENTS FOR EQUIPMENT AND MATERIALS:

- a) The contractor shall provide all required materials and equipment needed to accomplish all work pertaining to this contract. If the County representative determines the materials and/or equipment being used by the contractor on site is deficient, the contractor shall be notified immediately. The contractor shall remove the materials/equipment from service immediately and until the deficiency is corrected.
- b) Inspection of the contractor's materials/equipment by the County representative shall not relieve the contractor of responsibility for injury to persons or damage to property caused by the operation of the equipment.
- c) The equipment used by the contractor shall be in good repair and shall be maintained so as to produce clean finished products.
- d) The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily

**STATEMENT OF WORK**

within the time specified herein.

- e) If, in the opinion of the County representative, the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional resources as directed by the County Representative.

**7. SITE PROTECTION:**

- a. The contractor shall be solely responsible for all unauthorized cutting, mowing, removal or disposal or damage to landscape plants, including damage to same, due to careless operation of equipment, stockpiling of materials, tracking of landscaped areas by equipment or other incidental damage caused by the contractor's work crews or equipment.
- b. The contractor shall be required to repair or restore said damage promptly at the contractor's expense. Location of existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the contractor.
- c. All service and supply operations shall be conducted in such a manner as to maximize public safety and to minimize damage to public and private property.
- d. It shall be a special requirement of this work that workmen wear clothing in compliance with FDOT standards when performing any contractual work operations.
- e. The designated County representative may require the usage of advance warning signs. If traffic control is required, then the FDOT Manual on Uniform Traffic Control Devices and the Roadway and Traffic Design Standards, Section 600 shall be used.  
<https://www.fdot.gov/traffic/trafficservices/mutcd.shtml>

**C. CONTRACT PERFORMANCE:****1. COMMUNICATION**

- a. After award of contract, communication shall be directed to the designated County representative or designee in writing by electronic email correspondence. Verbal discussion, comments, notices and requests shall not be considered official communication unless followed in writing for confirmation.
- b. Following the award of contract, the designated County representative shall be from the following department:

Parks and Conservation Resources  
Department 12520 Ulmerton Road  
Largo, FL 33774  
Phone: 727-582-2100  
Fax: 727-582-2550

- c. Following the award of the contract, awarded vendor must provide a dedicated point of contact authorized to make decisions on the vendor's behalf to the designated County representative. Vendor will apprise the County of any changes to their dedicated point of contact over the contract term.

**2. DELIVERABLES**

- a. Contractor must maintain a high level of communication with designated County staff following the requirements of the established schedule and with submitting appropriate reports and documentation as required.
- b. At the conclusion of each working day, all required work shall be completed within the longitudinal limits worked in compliance with specifications.
- c. Upon completion of the entire maintenance cycle of each site, the Contractor shall notify the County that all works complete and ready for final inspections. The County shall inspect all work and any work rejected must be completed within five (5) working days and prior to submittal of payment request to the County.
- d. Tasks not compliant with specifications shall be completed by the contractor and approved by the County representative before payment shall be approved.

**STATEMENT OF WORK**

- e. Any authorization for additional work shall be in writing. Failure to do so shall be deemed unauthorized work and shall result in non-payment.

**3. Inspection Of Services**

- a. All work must be inspected and verified as being completed by Pinellas County before payment can be processed.
- b. The contractor shall indicate the start date of service for each location and type of work to be performed. Pinellas County reserves the right to make, or cause to be made, such inspections whenever necessary to ascertain that Services are being fulfilled.
- i. Deficiencies noted shall be submitted, in writing, to the Contractor. Contractor shall promptly correct deficiencies at its expense.

**4. MAINTENANCE OF TRAFFIC:**

- a. The work specified under this section consists of safely maintaining vehicular, bicycle and pedestrian traffic within the limits of the project and compliance with traffic safety requirements for all maintenance operations.
- b. The contractor shall not be permitted to isolate residences or places of business and must provide safe entrance and exit during all normal business hours.
- c. Contractor shall refrain from blocking areas with tools, equipment and materials and accomplish the work so as not to disrupt the normal activities of any county facility.
- d. The contractor shall furnish, erect and maintain all necessary traffic control and safety devices, in accordance with the approved Maintenance of Traffic Plan and latest editions of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (latest edition), State of Florida, Department of Transportation, Design Standards for Design, Construction, Maintenance and Utility Operations of the State Highway System, and the Florida Highway Administration's Manual on Uniform Traffic Control Devices, (MUTCD) Part VI, applicable edition, and shall take all necessary precautions for the protection of the workers and the safety of the public for the duration of the contract period.
- e. Watering operations shall comply with Florida Department of Transportation Standard Index 600. Mowing operations and landscape maintenance operations shall comply with MUTCD Typical Application 6H-1.
- i. If the contractor implements lane closure, FDOT Standard Index 600 shall be complied with.
- f. The contractor shall submit, with the bid submittal, proof of a Worksite Traffic Supervisor certified in accordance with FDOT Intermediate Maintenance of Traffic.
- g. A copy of the approved Maintenance of Traffic Plan shall be available in the field at any time the contractor is working on the job.
- h. When machines or other equipment are required to cross the travel-way in order to perform landscape maintenance activities, the contractor shall select a location that provides an unobstructed sight distance of 500 feet. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.
- i. Costs associated with maintenance of traffic are to be included in the contractors price proposal.

**5. POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES):**

- a. The contractor will follow all rules and regulations for both dry and wet Stormwater Retention Ponds as outlined by National Pollutant Discharge Elimination System (NPDES) requirements and any local ordinances. This includes, but not limited to, any records, logs, and reports required. Cycle invoices will include number of bags of trash/debris collected by Contractor.
- b. These records, logs, and reports will be delivered to the designated County representative on the first working day of each calendar quarter.

## STATEMENT OF WORK

**6. HAZARDOUS MATERIALS:**

Hazardous materials found by the contractor are not to be TOUCHED or HANDLED by the contractor if hazardous materials are discovered, IMMEDIATELY report the finding to the designated County representative.

**7. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS:**

- a. Work shall not be permitted on Saturdays, Sundays and recognized holidays unless the contractor has requested an exception from the designated County representative. The County representative shall receive request for permission to work no less than twenty-four (24) hours prior to the workday.

County designated holidays include: New Year's Day, Martin Luther King, Jr. Day, Memorial Day,

**D. PERFORMANCE REQUIREMENTS**

Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day or any other Holidays designated by Pinellas County Government.

1. **LOCATIONS AND ACREAGE:** See EXHIBIT C for locations of County property and size of areas for required turf maintenance and landscape maintenance services. Contract shall be responsible for performing miscellaneous services, including but not limited to mulching, general labor, and landscaping

**2. WEEDING:**

materials at all locations included in Exhibit C

- a. Grass and weeds (living and dead) growing in and around annual/perennial plants beds, shrubs, trees, sidewalks, curbing, and buildings shall be removed with each maintenance cycle and the general landscape shall be kept free of weeds and maintained to a clean finished appearance. This can be accomplished by manual, mechanical or chemical methods.
- b. Following any chemical application, dead weeds shall be removed within fourteen (14) calendar days. A pre-emergent granular herbicide may be applied at the contractor's option and expense to reduce weed growth.
- c. In no case, will manual or mechanical methods used be allowed to cause damage to plants or tree/shrub bark.
- d. At the discretion of the County, plant materials damaged by the contractor's weed maintenance activities shall be replaced at the expense of the contractor.
- e. Chemical edging can be used around fence lines, walkways and curbing.
- f. Fence areas treated with chemicals will not exceed three (3) inches on either side of the fence.
- g. Weeds and grass around fence line will not be allowed to exceed six (6) inches in height.
- h. Volunteer seedlings of palms, trees and exotic invasive plants shall not be allowed to grow in fence lines.



## STATEMENT OF WORK

**3. TREE/SHRUB/PALM PRUNING:**

- A. Contractor shall prune with each cycle and ensure that all pruning is to be performed using staff supervised in the field by personnel trained and/or certified in Horticulture and/or Arboriculture as applicable. This is to insure proper pruning for tree and plant health and to meet the requirements of this contract.
- B. Pruning includes the removal of dead, dying, or diseased limbs and removal of objectionable and weak limbs. Wherever possible, this should be done in such a manner as to maintain the natural shape of trees and shrubs.
- C. All shrubs shall be trimmed/pruned according to good horticultural practices with individual plants and hedges being pruned so that the base of the plant is slightly wider than the top.
- D. Crape Myrtles SHALL NOT be hard-pruned or topped or pollarded and shall not have twigs larger than one quarter (¼) inch in diameter removed except for where they interfere with mowing operations or create sight-line hazards.
- E. When maintaining hedges and shrub plantings, the contractor must remove any volunteer trees/shrubs that begin to grow in them. This includes seedlings of oaks, cabbage palms and exotic invasive plants such as Brazilian Pepper. These plantings should be kept to the original plant species that was installed as much as possible and any deviation from this must be approved by the designated County Representative.
- F. Palms to ten (10) feet shall be trimmed of flower stalks or spent seedpods and dead fronds. Only brown or damaged fronds shall be removed and in no case are palm fronds, growing above the horizontal, to be removed. **Palms SHALL NOT be hurricane pruned.** All palm debris shall be removed from sidewalks and parking areas with each cycle.
- G. The contractor will trim all tree limbs that cross any sidewalk or parking lot that do not conform to State or Federal ADA requirements. The lower branches of all trees shall be pruned, as needed, for ease of mowing and for clearance of ten (10) feet above all sidewalks, parking lots, driveways and roadways.
- H. All trimmings are to be removed from County property on the same day of service.
- I. Pruning shall be done following the principals and practices as outlined in the Florida Department of Environmental Protection publication "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industry" and as agreed upon with the designated County representative and as prescribed in relevant publications from University of Florida Institute of Food and Agriculture Sciences Extension (UF-IFAS) and International Society of Arboriculture (ISA).
- J. At the discretion of the County, plant materials damaged by the contractor's pruning activities shall be replaced at the expense of the contractor.

**4. MULCHING:**

- a. All landscaped areas including mulched pathways shall have mulch refurbished once annually, October thru March, to a depth of two (2) inches total unless otherwise directed by the County representative.
- b. Mulch should not be in contact with tree or shrub trunks or bury branches. The contractor shall use grade A cypress mulch, cocoa brown hardwood mulch, County recycled mulch or other approved material as agreed upon by the designated County representative. Transport charges associated with mulching shall be at the contractor's expense. **Mulching shall be invoiced separately from the cycle maintenance costs.** To prevent weed growth, plant beds may be treated with a pre-emergent granular herbicide applied at the contractor's option and expense.
- c. Contract is required to providing mulching related services for all locations listed in Exhibit C.

For more information on obtaining County free recycled mulch, please

contact: Pinellas County Solid Waste Department  
 Administration Reception  
 3115 114<sup>th</sup> Avenue N  
 St. Petersburg, FL 33716  
 Phone Number: 727-464-7500

## STATEMENT OF WORK

**5. IRRIGATION SYSTEM MAINTENANCE AND REPAIR:**

- a. The contractor will maintain, and repair irrigation systems associated with each location where applicable.
- b. Monthly zone check inspections are to include head/emitter cleaning and/or replacement, filter cleaning, small leaks and timer adjustments with County paying for parts. **Following maintenance, repairs shall be quoted using miscellaneous services pricing submitted with bid and be invoiced separately from the cycle maintenance costs.** No repair work will commence without approval of the designated County representative.
- c. Notwithstanding any provisions herein to the contrary, watering of turf grass areas will be in accordance with local laws or regulations. Frequency of watering to be determined based on principles and practices as outlined in the Florida Department of Environmental Protection publication "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries" and as agreed upon with designated County representative.
  - i. Publication Link: [http://fyn.ifas.ufl.edu/pdf/GIBMP\\_Manual\\_WEB\\_2\\_17\\_11.pdf](http://fyn.ifas.ufl.edu/pdf/GIBMP_Manual_WEB_2_17_11.pdf)

**6. PEST CONTROL:**

- a. Fire ant control shall be accomplished utilizing an insecticide on an as-needed basis.
- b. Insect, disease and weed control for, trees and plants shall be provided using Integrated Pest Management (IPM) and Best Management Practices (BMP's). The contractor shall inspect, trees and plants each visit for indications of pest problems and upon confirmation of a specific problem requiring treatment the contractor will apply pesticides using the least toxic and most effective pesticide.
- c. All applications of pesticides and fertilizations will be performed when temperatures are below 90°F and wind drift is negligible. The contractor will keep records on pests identified and treatment(s) rendered for control as required by law and provide copies of application records to the designated County representative.
- d. The cost of insect, disease and weed related pesticide applications shall be considered a part of the cycle maintenance costs.
- e. Replacement of dead/damaged turf grass, trees and plants due to insufficient/incorrect pest control will be the sole responsibility and at the expense of the contractor.
- f. All pesticides and herbicides shall be applied in a manner consistent with the manufacture's label and all Federal, State, and Local laws and guidelines, paying particular care to avoid any chemical drift according to label requirements.
- g. The contractor shall be responsible for any damage to County property or adjoining public or private property as a result of chemical application, drift and/or chemical spill.
- h. Public notification placard(s) shall be placed at all sites following pesticide or herbicide applications where required.
- i. The contractor shall maintain a comprehensive file of all labels and Material Safety Data Sheets for any chemical product used in this contract. The contractor shall also provide a duplicate hardcopy of this same information to the County representative prior to usage.

## STATEMENT OF WORK

**7 FERTILIZERS:**

- a. A slow release fertilizer with analysis that complies with the Pinellas County Fertilizer Ordinance and approved by the designated County representative, shall be applied to all landscape areas per the document - IFAS General Recommendations for Fertilization of Turfgrasses on Florida Soils - Fact Sheet SL-21, one of a series of the Soil and Water Science Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Original publication date, May 1991. Revised: May 2007. Reviewed: July 2010. Please visit the EDIS Website at <http://edis.ifas.ufl.edu>
- b. All fertilizing shall be done in accordance to all Federal, State, County and local laws, statutes and ordinances and following the principals and practices as outlined in the Florida Department of Environmental Protection publication "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries" and as agreed upon with the designated County representative. [http://fyn.ifas.ufl.edu/pdf/GIBMP\\_Manual\\_WEB\\_2\\_17\\_11.pdf](http://fyn.ifas.ufl.edu/pdf/GIBMP_Manual_WEB_2_17_11.pdf)
- c. The contractor will apply fertilizer twice annually in March and October.
- d. The contractor shall provide the County Representative with a copy of labels and application record.
- e. Fertilizer will be blown or swept off of walks and drives into turf or beds.
- f. The cost associated with fertilizing shall be included in the unit maintenance costs.
- g. Replacement of dead/damaged turf grass, trees and plants due to incorrect/insufficient fertilization will be the sole responsibility and at the expense of the contractor.

**E. UNSPECIFIED WORK:**

***(will not be used to determine award) County Estimated Amount: \$20,000.00 for Four (4) Years.***

Unspecified work is defined as materials or services that may be required due to unexpected conditions or events similar to the scope of work. Unspecified work is not guaranteed as part of the contract and must be properly authorized in writing by the County before performed.

**F. SUMMARY OF REFERENCED DOCUMENTS:**

Florida Department of Agriculture and Commercial Services (FDACS):

<http://www.freshfromflorida.com>/Florida Nursery, Growers and Landscape Association

(FNGLA). <http://www.fn gla.org/>

Florida Department of Transportation (FDOT):

<http://www.dot.state.fl.us/>International Society of Arboriculture

(ISA): <http://www.isa-arbor.com> Florida Statutes:

<http://www.leq.state.fl.us/statutes/>

Florida Administrative Code: <https://www.flrules.org/Default.asp>

Florida Department of Environmental Protection publication "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries":

[http://fyn.ifas.ufl.edu/pdf/GIBMP\\_Manual\\_WEB\\_2\\_17\\_11.pdf](http://fyn.ifas.ufl.edu/pdf/GIBMP_Manual_WEB_2_17_11.pdf)

University of Florida. Institute of Food and Agricultural Sciences, Florida Cooperative

Extension Service:<http://edis.ifas.ufl.edu>

## STATEMENT OF WORK

**G. ADDING AND DELETING WORK:**

- a. Pinellas County reserves the right to add or delete work to this contract at any time. This includes adding or deleting locations, adjusting or adding and deleting cycles, or assigning and revoking miscellaneous services. County reserves the right to extend any service to any location identified in EXHIBIT C. The designated County Representative will provide the Contractor a written or electronic notice in advance of any such adjustment. The written or electronic notice will include the acreage, locations and type of work change and effective dates of each change. The Contractor shall respond back, via e-mail or fax to confirm receipt and acceptance of any changes.
- b. Compensation to the Contractor will be as bid on the unspecified pricing sheet. Additional work added to this contract shall be done in full accordance with these specifications.

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 [Dustin Guinta at Dustin Guinta at \[dquinta@pinellascounty.org\]\(mailto:Dustin.Guinta@pinellascounty.org\)](mailto:Dustin.Guinta@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.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. 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) should be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the proposer or their agent prior to the expiration date.
  - (1) Proposer 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 Proposer from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Proposer 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 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.
- g) 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.

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

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

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

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

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

Limits

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

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

Limits

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

## EXHIBIT C PRICE SCHEDULE

LOCATION NUMBER	LOCATION	CYCLE SCHEDULE	LANDSCAPE AREA (ACRE)	HARD EDGE (LINER FEET) / SOFT EDGE (LINER FEET)	ANNUAL CYCLES (NOT TO EXCEED)	COST PER CYCLE	TOTAL
1	Includes grounds, parking and buildings on Ulmerton Rd just west of Seminole Blvd: Sheriff's Administration/Public Safety Complex 10750 Ulmerton Rd, Largo Medical Examiner 10900 Ulmerton Rd, Largo	Jan-2, Feb-2, Mar-2, Apr-2, May-3, Jun-2, Jul-2, Aug-3, Sep-2, Oct-2, Nov-2, Dec-22	1.34	24,041 / 11,561	26	\$730.00	\$ 1170+11.00
2	Includes grounds, parking and buildings on Ulmerton Rd: Animal Services 12450 Ulmerton Rd, Largo Emergency Medical Services 12490 Ulmerton Rd, Largo	Jan-2, Feb-2, Mar-2, Apr-2, May-3, Jun-2, Jul-2, Aug-3, Sep-2, Oct-2, Nov-2, Dec-23	0.78	10,430 / 4,855	26	\$730.00	\$ 18,980.00
3	Includes parking, grounds and building associated with Fleet Management 9685 Ulmerton Road, Largo	Jan-2, Feb-2, Mar-2, Apr-2, May-3, Jun-2, Jul-2, Aug-3, Sep-2, Oct-2, Nov-2, Dec-24	0.14	2,474 / 861	26	\$36.50	\$ 949.00
4	Includes parking, grounds and buildings associated with: Meter Readers Office 9837 Ulmerton Rd, Largo	Jan-2, Feb-2, Mar-2, Apr-2, May-3, Jun-2, Jul-2, Aug-3, Sep-2, Oct-2, Nov-2, Dec-25	0.05	1,101 / 1,585	26	\$73.00	\$ 1,898.00
5	Supervisor of Elections 13001 Starkey Road, Largo	Jan-2, Feb-2, Mar-2, Apr-2, May-3, Jun-2, Jul-2, Aug-3, Sep-2, Oct-2, Nov-2, Dec-27	0.19	4,794 / 300	26	\$73.00	\$ 1,898.00
6	Mid-County Tax Collector - 13025 Starkey Rd	Jan-2, Feb-2, Mar-2, Apr-2, May-3, Jun-2, Jul-2, Aug-3, Sep-2, Oct-2, Nov-2, Dec-27	0.3	4822/1465	26	\$73.00	\$ 1,898.00
7	Pierce/Garden 14 S. Fort Harrison Avenue, Clearwater	Jan-2, Feb-2, Mar-2, Apr-2, May-3, Jun-2, Jul-2, Aug-3, Sep-2, Oct-2, Nov-2, Dec-22	0.21	3,274/989	26	\$45.00	\$ 1,170.00
<b>ANNUAL LOCATION TOTAL</b>							<b>\$ 45,773.00</b>

MISCELLANEOUS SERVICES			
MULCHING	QUANTITY PER CUBIC YARDS	PRICE PER CUBIC YARD	TOTAL
Cypress Mulch Installed	1,250	\$50.00	\$ 62,500.00
CoCo Brown Hardwood Mulch Installed	600	\$50.00	\$ 30,000.00
<b>ALL MULCHING for ALL Locations/ Yellowstone</b>			
IRRIGATION LABOR	ESTIMATED HOURS	HOURLY RATE	TOTAL
Labor Rate Irrigation Upgrades	120	\$60.00	\$ 7,200.00
Labor Rate Irrigation Repairs	120	\$60.00	\$ 7,200.00
IRRIGATION MATERIALS	ESTIMATED ANNUAL EXPENDITURE	COST + % MARKUP	TOTAL
Irrigation Materials Not Listed Above	\$5,000.00	100%	\$10,000.00
GENERAL LABOR	ESTIMATED HOURS	HOURLY RATE	TOTAL
Labor Rate	200	\$40.00	\$ 8,000.00
<b>ALL General Labor for ALL Locations/ Yellowstone</b>			
LANDSCAPING MATERIALS	ESTIMATED ANNUAL EXPENDITURE	COST + % MARKUP	TOTAL
Landscape Materials	\$25,000.00	100%	\$50,000.00
<b>ALL Landscape Material for ALL Locations/ Yellowstone</b>			
<b>ANNUAL MISCELLANEOUS TOTAL</b>			<b>\$ 174,900.00</b>

ANNUAL LOCATION TOTAL	\$ 45,773.00
ANNUAL MISCELLANEOUS SERVICES TOTAL	\$ 174,900.00
COMBINED LOCATION AND MISCELLANEOUS ANNUAL TOTAL	\$ 220,673.00
COMBINED ANNUAL TOTAL X FOUR (4) YEARS	\$ 882,692.00
NOT-TO-EXCEED UNSPECIFIED TOTAL	\$ 20,000.00
EXTENDED FOUR (4) YEAR TOTAL	\$ 902,692.00



# EXHIBIT C

## PRICE SCHEDULE

### FULL LOCATION LIST

LOCATION NUMBER	LOCATION
1	Includes area approximately bounded by Chestnut, Oak, Bay & Rogers and includes parking areas and the following buildings: Building - 201 Rogers St., Clearwater Building – 520 Oak St. Clearwater Building - 510 Bay Ave., Clearwater
2	Includes area bounded by Ft. Harrison, Court, & Chestnut and includes parking areas and the following buildings: 324 S. Ft. Harrison, Clearwater 400 S. Ft. Harrison, Clearwater 315 Court St., Clearwater
3	Includes area approximately bounded by Court, Ft Harrison & Osceola and includes parking areas and the following buildings: 440 Court St., Clearwater, including parking lot and any islands
4	Includes building and parking areas at 14 S Ft Harrison, Clearwater Includes parking lot only bounded by Pierce, Park, Ft Harrison & PSTA Clearwater Terminal
5	Includes buildings only located at 303 and 333 Chestnut St., Clearwater, and alley way south of 333 Chestnut St. (leased from Church)
6	Includes building, grounds and two-story parking garage adjacent, located at 310 Court Street, Clearwater

7	Includes parking lot at 601 Court St. Clearwater, Fl.
8	Included building located at 631 Chestnut St., Clearwater, and adjoining vacant lot and parking lot accessed off Turner (approx. address 640 Turner St)
9	Includes area bounded by Chestnut, East St, Turner and Myrtle, parking lot located at corner of Myrtle & Chestnut and building located 509 East Ave., Clearwater (including courtyard @ 509 East Ave)
10	Includes parking lot located at approximate address of 641 Turner St., Clearwater – bounded on east by Pinellas Trail.
11	Includes building, parking, grounds and maintenance building located at 29585 U.S. 19 North, Clearwater
12	Includes building, grounds and parking located at 1800 – 66th Street N., St. Petersburg
13	Includes building, parking and grounds at 647 -1st Avenue N. St. Petersburg

14	<p>Includes area approximately bounded by 1st Ave N, 6th St N, Mirror Lake Dr N and 5th St N. and includes grounds, parking areas and the following buildings:  150 – 5th Street N., St. Petersburg  545 -1st Avenue N. St. Petersburg  501 -1st Avenue N, St. Petersburg</p>
15	<p>Includes grounds around Surplus Warehouse Building  14390 Roosevelt Blvd., Clearwater</p>
16	<p>Included buildings and grounds at Fleet Sub-Station  14204 46th St N, Clearwater</p>
17	<p>Includes area bounded by 144th Ave N, 49th St N and 46th St N. includes parking and grounds and the following buildings:  Sheriff's Technical Services Building  4801 145th Ave N, Clearwater;  Sheriff's Evidence Storage Building  4707 145th Ave N, Clearwater;  Sheriff's Central Distribution Building  4645 145th Ave N, Clearwater</p>
18	<p>Includes parking, grounds and building - Clerks Record Retention 14155 49th St. North, Clearwater</p>
19	<p>Includes parking, grounds, internal courtyards and Sculpture Garden located at Criminal Justice Center  14250 49th St North, Clearwater</p>

20	Includes grounds, parking and building located at the K9 Training Facility, 3410 118 <sup>th</sup> Ave N, Clearwater and the Pinellas County Sheriff Office Firing Range 11700 34th St. N, Clearwater (next to the K9 Training Facility)
21	Includes grounds, parking and buildings on Ulmerton Rd just west of Seminole Blvd: Sheriff's Administration/Public Safety Complex 10750 Ulmerton Rd, Largo Medical Examiner 10900 Ulmerton Rd, Largo
22	Includes grounds, parking and buildings on Ulmerton Rd: Animal Services 12450 Ulmerton Rd, Largo Emergency Medical Services 12490 Ulmerton Rd, Largo
23	Includes parking, grounds and building associated with Fleet Management 9685 Ulmerton Road, Largo
24	Includes parking, grounds and buildings associated with: Meter Readers Office 9837 Ulmerton Rd, Largo
25	Includes parking, grounds and buildings associated with Police Athletic League (PAL) site at 3755 46th Ave. N., St. Petersburg
26	Supervisor of Elections 13001 Starkey Road, Largo

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

## 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](http://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.