

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 14TH day of SEPTEMBER, 2017 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and CMS Crawford Maintenance Services, LLC, (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 167-0385-P(LN) (“RFP”) for Surface Water 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 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 Nancy Lamagna.

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, 2017 the Effective Date and shall remain in full force and for five (5) years, or until termination of the Agreement, whichever occurs first.

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. 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 \$14,296,600.00 for Services completed and accepted as provided in Section 15 herein if applicable, payable

the hourly rates set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

Unit prices are adjustable at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All Items, Base Period: 1982-84=100 for the twelve (12) months prior.

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 as provided in Attachment 1 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.

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 Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing 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 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.

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.

12. 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.

13. 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.

14. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Board of County Commissioners 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 Contractor. 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.

15. 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.

16. 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.

17. 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:

Nancy C. Lamagna, P.E., ENV-SP
Professional Engineer 2,
Watershed Planning and Ops.
Public Works Department
22211 US Highway 19 North
Clearwater, FL 33765
Phone (727) 464-8918
nlamagna@pinellascounty.org

For Contractor:

CMS Crawford Maintenance Services, LLC

Attn: Marina Crawford, President
14028 Palm Way
Largo, FL 33771

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

18. 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.

19. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, 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.

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

21. 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.

22. 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.

23. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

25. 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.

26. 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

CMS CRAWFORD
MAINTENANCE SERVICES,
LLC

Board of County Commissioners

By: *Janet C. Long*
Janet C. Long
Chairperson

By: *Marina Crawford*
Signature
MARINA CRAWFORD
Print Name
PRESIDENT
Title

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: *Nona D. By*
Deputy Clerk



APPROVED AS TO FORM

By: *[Signature]*
Office of the County Attorney

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

Services include all labor, supervision, quality control, new materials, equipment, tools, vehicles, supplies, testing, hauling and disposal, maintenance of traffic, management and transportation, incidentals to clean and excavate sediment and vegetation, erosion repair and bank stabilization, site clearing, tree trimming and removal, dewatering, transport and disposal of debris, sodding and seeding. Work could also include minor repairs to drainage structures.

Work zones will be identified on site during the initial walk through. Work zones may be located in hard to access areas, some with private property constraints, in back yards and between buildings, on maintenance berms and other off-road areas, within drainage easements or County right-of-way.

Exhibits E - G are forms that may be used during the contract period.

Maps/Plans: These documents may be provided, when applicable and available, at the time of each work order assignment

Governing Specification: The Method of Measurement and Basis of Payment in the Pinellas County Technical Specifications are amended by the Method of Measurement and Basis of Payment of Section C Specifications.

A. **REQUIREMENTS:**

1. **Applicable Standards:** The Contractor shall comply with the following standards:
 - I. OSHA Regulations Standards – 29 CFR 1910 and 29 CFR 1926.
 - II. Methods and materials shall comply with the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and Design Standards, Divisions II and III, and all supplemental and special provisions, (latest revision).
 - III. U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) <http://mutcd.fhwa.dot.gov/>
 - IV. All pertinent Pinellas County codes, local, state, and federal laws, ordinances, rules, and regulations and compliance requirements.
 - V. Pinellas County Public Works Standard Technical Specifications, as pertinent. Specifications are located at website: <http://www.pinellascounty.org/technical/pdf/roadway-tech-specs-August-2016.pdf>.
 - VI. All debris disposals shall be in accordance with the most recent version of the Florida Department of Environmental Protection Guidance for the Management of Street Sweepings, Catch Basin Sediments and Stormwater *Systems Sediments*. That document is located at website: http://www.dep.state.fl.us/water/stormwater/npdes/docs/GuidanceSt-Sweep_05-03-04.pdf
 - VII. Southwest Florida Water Management District (SWFWMD); 62-330 Florida Administrative Code.
 - VIII. Florida Department of Environmental Protection (FDEP); 62-330 Florida Administrative Code, Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (latest edition); State of Florida Erosion and Sediment Control Design and Reviewer Manual (latest edition).
 - IX. U.S. Army Corps of Engineers (USACE); CFR Section 33.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

2. Guarantee of Work: All Work shall be guaranteed for twelve (12) months after the County's final acceptance date of each Work Order assignment unless otherwise specified. The guarantee is to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.
3. Staff Qualifications and Certifications: Contractor shall employ qualified and certified staff in accordance with the following minimum requirements:
 - a. Provide at least one person who has undergone the Florida Stormwater, Erosion, and Sedimentation Control Inspector Training Program established by the Florida Department of Environmental Protection (FDEP) and possesses a Certified Qualified Stormwater Management Inspector. At least one certified inspector shall be on site at all time during work.
 - b. Provide at least one person that is Florida Department of Transportation (FDOT) certified Maintenance of Traffic (MOT) Technician.
 - c. Provide at least one person who possesses a Commercial Applicator License from the Florida Department of Agriculture and Consumer Services for both Right of Way (Category 6) and Natural Area Weed Management (Category 21).

Staff shall be polite and respectful, capable of completing work assignments and maintaining a safe work environment, and implement good housekeeping practices at all times.

4. Storage of Materials/Equipment: Contractor will be allowed to leave equipment and material at the active job site, at Contractor's risk, as long as it does not cause any safety hazards, impede or disrupt vehicular and pedestrian traffic flow, and does not cause any obstructions in the drainage system. Prior approval is required from the County on an individual work order basis. No material or equipment shall be stored within the roadway clear zone.
5. Utilities and Unforeseen Subsurface Conditions: Contractor shall investigate subsurface and above ground site conditions to identify work conflicts prior to start of any work assignment. Contractor shall be required to make the Sunshine State One Call (800-432-4770) to flag any underground utilities, and in addition, will be responsible for contacting any owners of overhead utilities that could pose unsafe working conditions.
6. Contractor shall promptly notify the County of any subsurface or latent physical conditions at the site, which differ from those indicated in the Work for the County to promptly investigate conditions and achieve resolution. The County will deliver the results of such surveys or tests to the Contractor and make any needed revision to the Purchase Order.
7. Use of Premises: All work shall be scheduled and performed in a manner resulting in the least possible disruption to the public's use of roadways, driveways and utilities. Contractor shall take all necessary precautions for the safety and protection of pedestrians and prevent damage or loss to properties and adjacent sites, including, but not limited to trees, shrubs, lawns, walkways, sidewalks, pavements, guardrails, roadways, structures, and utilities. Contractor shall confine equipment, storage of materials, equipment and operations of workers to the County's property at the work site, internal to the line of work limits.
8. Subcontractors: Contractor shall be responsible for all acts and omissions of its approved subcontractors in the same manner as if they were employees of the Contractor.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

9. Contractor's Representatives: The contractor's primary contact (or Superintendent) and Emergency contact people shall not be replaced without written notice to the County's Representative at least forty-eight (48) hours' notice. The Contractor's Superintendent shall be present at the work site for the duration of the work and shall have authority to act on behalf of the Contractor.
10. Maintenance of Traffic (MOT):
 - I. The worksite traffic supervisor certified by FDOT for Intermediate MOT shall be on-site for the duration of all work activities requiring MOT.
 - II. MOT shall encompass the most recent version of FDOT Index 600 Series. The Contractor shall furnish, erect and maintain all necessary traffic control and safety devices within the limits of the project for the duration of work in accordance with the MOT Specification 102-0100 in the County's Standard Technical Specifications for Roadway and Related Construction. The Contractor shall take all necessary precautions for the protection of the work and the safety of the public for the duration of work period. Attenuator vehicle shall be provided as work conditions warrant it.
 - III. Roads shall be kept open to two-way traffic for the duration of the work, except that, during non-peak traffic periods, one lane of traffic will be permitted, if flagmen are used, and prior approval is obtained from the County. In such cases, a site specific MOT plan shall be submitted by the Contractor to the County for approval. Access shall be provided to all residences and all places of business whenever work interferes with the existing means of access.
 - IV. Note: Specific MOT needs shall be determined at the time of each Work Order site visit. Requirements will vary and will not be required for all work assignments. Any requirements for MOT will occur in County owned right-of-way areas. It is not anticipated that work will occur in State ROW areas.
11. Debris Disposal: Contractor shall dispose of all debris, vegetative, and other at a recycling facility and/or a permitted landfill that accepts the materials, and provide receipts and/or weigh tickets showing the quantity of debris that was disposed. This documentation is necessary to comply with the reporting requirements of the County's FDEP NPDES MS4 permit. Contractor shall dispose of materials at a recycling facility instead of a landfill, when practical.
12. Dewatering: Work may require non-well point dewatering (damming, bypass pumping, etc.) and a basic dewatering plan. The plan shall indicate the various methods proposed for dewatering and include locations where dewatering will occur and where water will be discharged. Dewatering cannot begin until the plan is approved by the County. Work will not include well point type dewatering.
13. Erosion & Sediment Control Plans: Contractor shall comply with all standards and specifications regarding the installation and maintenance of all erosion and sediment control practices in accordance with the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (latest edition) and State of Florida Erosion and Sediment Control Design and Reviewer Manual (latest edition). Basic erosion and sediment control plans shall accompany each Work Order estimate. These plans do not require the Contractor to provide full scale engineered plans. Work cannot begin until the erosion and sediment control plan is approved by the County.

All stormwater conveyances made operational during maintenance shall be protected so that sediment-laden water cannot enter the conveyance system without first being filtered or otherwise treated to remove sediment.

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Temporary erosion control shall be implemented prior to and during work being performed by the Contractor. Contractor is responsible for providing effective temporary erosion and sediment control measures until permanent controls become effective.

- Temporary erosion controls include, but are not limited to, matting, grassing, mulching, seeding, watering, and reseeded on-site surfaces and providing interceptor ditches at necessary locations to ensure that erosion resulting from work will not contribute to more than 29 NTUs above background at a location 300 feet downstream from the project limits.
- Temporary sediment controls include, but are not limited to, silt dams, barriers, appurtenances at the foot of sloped surfaces, which will ensure that sediment will be eliminated or will not result in an increase of more than 29 NTUs above background at a location 300 feet downstream from the project limits.

All wetland areas and water bodies outside of the project limits shall be protected from erosion, sedimentation, scouring, excess turbidity and dewatering. The wetland limits are project specific and will be identified during the initial site visit.

When applicable, the selected sedimentation control measures shall be installed landward of upland buffer zones around all protected wetlands. Areas shall be stabilized and vegetated immediately after performing work to prevent erosion and transport of sediment into the receiving water body, wetland or upland buffer zone.

All erosion control shall be in compliance with the Prevention, Control and Abatement of Erosion and Water Pollution Specification in the County's Standard Technical Specifications for Roadway and Related Construction.

14. Borrow Suitability: Borrow materials used within stormwater management or mitigation areas shall be in accordance with select materials of FDOT Index 505 - Embankment Utilization and Standard Specification Section 120 – Excavation and Embankment. Borrow sources shall not conflict with any specific stormwater or environmental permit or contract requirement. The County does not guarantee any materials identified in any plan or work site as being a suitable source. The County may choose to provide other suitable borrow/fill materials.
15. Emergency Work: In the event of a County deemed emergency situation, a 24-hour response time is mandatory. Contractor shall be available to visit the site with County staff within 24 hours of notification to assess conditions, receive oral and/or written authorization to proceed with immediate remedial action to control the situation, as well as additional work necessary to satisfactorily respond to the emergency. The Work Order estimate shall be provided within 24 hours of the field meeting at the location of the emergency. Upon County approval, the Contractor shall mobilize and begin work immediately.

Emergency mobilization may be required for, but is not limited to, events such as blocked drainage, flooding or severe erosion.

16. Work Order Assignments: The primary goal of issuing Work Order assignments is the prompt completion of work. Therefore, Contractor's responsiveness under the terms of this contract is paramount. The County reserves the right to make adjustments to timeframes to accommodate unforeseen schedule changes on a case-by-case basis.

Minimum Work Order Assignment: Except for emergency work, the County will issue work with a minimum value of \$5,000 per each work order assignment.

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All work assignments of this contract will be released as an individual Work Order / Notice-to-Proceed, accompanied with a purchase order, as represented at Exhibit E in the services agreement. Each Work Order will be issued in the amount derived from the Contractor's proposal and based on contract unit prices. Contractor is responsible to ensure all work identified at the work site is factored into the original cost proposal. Additional unforeseen work not included in the original Work Order will require review and prior County authorization and if approved will become an adjustment to the existing Purchase Order and Work Order. Compensation to the Contractor for each work assignment will be based on the actual amount and quantities of work authorized under the Purchase Order, amount of work completed, and accepted by the County.

COUNTY REPRESENTATIVE

All work, clarifications, work authorizations, work acceptance or rejection shall be coordinated with the following County Representative, or designee:

Nancy C. Lamagna, P.E., ENV-SP
Professional Engineer 2, Watershed Planning and Ops.
Public Works Department
22211 US Highway 19 North
Clearwater, FL 33765
Phone (727) 464-8918
nlamagna@pinellascounty.org

Response Times: In all cases, except situations deemed by the County as an emergency, the Contractor's response time shall be within three (3) working days from County's request and authorization unless otherwise indicated by County. This includes items listed below:

- a - Initial Site Visit,
- b – Proposal, Cost Estimate and Schedule
- c – Notice of Percent Complete/Request for Final Walk Through
- d – Punch List"

Authorization & Notice-to-Proceed(c.) will be completed by the County as soon as practicable.

Work Order's shall follow the below criteria:

- a. **Initial Site Visit:** The Contractor shall be available to meet with the County on-site to walk the job limits and develop the scope of work and cost proposal for the work order. Contractor is responsible for preparing all necessary calculations and documenting (photographs, video) existing site conditions.
- b. **Proposal, Cost Estimate and Schedule:** Contractor shall provide a detailed proposal in the format of Exhibit F in the services agreement titled Proposal Template complete with a detailed cost estimate and schedule. The cost estimate shall be provided in an Excel spreadsheet showing all pay items and unit prices, and identify all quantity requirements of each line item with extended totals. All unspecified work and additional materials that will be proposed under pay items #62 and #63, Unspecified Work and Materials, Additional shall be thoroughly described. The schedule shall show the sequence of work and estimated time frame to complete each activity. A description of the erosion control plan shall be included in the proposal. Any applicable MOT plan and dewatering plan shall be provided with the cost proposal.
- c. **Authorization & Notice-to-Proceed:** Upon County's acceptance of Contractor's proposal, the work will be authorized per Exhibit E in the services agreement – Work Order / Notice to Proceed along with a County Purchase Order. The Work Order shall be considered authorization to schedule utility locates and mobilize at the job site and begin work.

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- d. Communication and Documentation of Modifications to Scope of Work: Contractor shall notify County within one business day via email of field conditions or circumstances that may require modifications to the agreed scope of work or possibly a change order. County shall respond via email to Contractor within one business day. The emails shall serve as formal documentation of changing conditions and issues that may require modifications to the scope of work or possibly a change order.
 - e. Notice of Percent Complete / Request for Final Walk Through: Contractor shall notify County via email when work is 50% complete to discuss progress issues and potential field adjustments and again at 100% completion to request a final walk through inspection for County acceptance of work. All permanent stabilization must be in place prior to the final inspection.
 - f. Punch List: Punch list items derived from the final walk through inspection shall be completed within three (3) working days of final walk through inspection, unless otherwise approved by the County.
 - g. Work Order Completion: Time shall not exceed the time specified in the Work Order Estimate. Failure to respond or mobilize within the time(s) specified or agreed may result in the work being reassigned to another Contractor; or no further Work Orders issued to the Contractor; or termination of the contract.
 - h. Invoicing: For all parties benefit, invoices shall be prepared using the Excel spreadsheet or other software capable of displaying contract line items, quantities, unit pricing and extended totals. Unspecified work shall include a thorough description of purpose and be clearly addressed as a separate item.
 - i. Completion and Acceptance: The County's final acceptance date of each individual work order will establish the starting date of guarantee of work.
16. Work Schedule:
- a. Hours of Work: Monday through Friday, 7:00 a.m. to 7:00 p.m., excluding County Holidays.
 - b. Work will not be permitted on Saturdays, Sundays and recognized Holidays unless permission to work has been requested in writing by the Contractor, and approval in writing has been granted by the County Representative. Request for permission to work weekends or holidays must be received in writing (email) by the County Representative at least three (3) working days prior to the requested weekend day or holiday.
 - c. No work will be permitted on:
 - New Year's Day
 - Independence Day
 - Thanksgiving Day
 - Christmas Day
- 1) When approval is granted in accordance with the provisions stated above, work will be allowed on:
- Martin Luther King, Jr. Day
 - Memorial Day
 - Labor Day
 - Veterans Day
 - Friday after Thanksgiving Day

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- 2) If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday

B. COUNTY RESPONSIBILITIES:

The County will:

- I. Provide access to work sites, all surveying and layout, easements for permanent structures, right-of-ways and other lands as necessary to perform work;
- II. Address any special access needs the Contractor requires to accomplish work (County may identify temporary access to be coordinated by Contractor per Paragraph 18 titled RipRap Rubble);
- III. Lines of work limits;
- IV. Provide any available engineering / boundary surveys to establish reference points;
- V. Provide any available subsurface tests or geotechnical data available or as relevant;
- VI. Any regulatory agency or other relevant permits.

C. SPECIFICATIONS:

1. MOBILIZATION

Provide all labor and equipment for the operations necessary to assemble workers, transport labor and equipment and set-up along with any other incidental costs to arrive to the site to perform work and includes demobilization, cleanup of area and restoration of all Contractor disturbed areas (such as accesses and storage or lay down areas) to original or better condition after work is completed. Mobilization will be per Work Order, which could include multiple sites within the neighboring community.

No other additional set-up fees are provided in these specifications.

Do not factor mobilization into individual pay items.

Emergency Mobilization: In the event of a County deemed emergency condition, a 24-hour response time is mandatory, whereby, Contractor shall be available to meet and visit the site with County staff, assess conditions, receive oral and/or written authorization to proceed with mobilization as described above, and take any remedial immediate action to control the site. The Work Order estimate shall be provided the next work day. Upon County approval, the Contractor shall mobilize and begin work immediately. Emergency mobilization may be required for, but is not limited to drainage blockage, flooding or erosion.

Method of Measurement: The total number of mobilizations, which includes demobilizations and cleanup or restoration of area completed.

Basis of Payment: Payable at the contract unit price, per each.

1	Mobilization	EA
2	Mobilization, Emergencies (24 hours)	EA

Reference: All work and materials shall be in accordance with Pinellas County Public Works Specification 101-0100.

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2. MAINTENANCE OF TRAFFIC (MOT)

Specific MOT needs shall be determined at the time of each Work Order site visit. Requirements will vary and will not be required for all work assignments. MOT shall encompass FDOT Index 600 Series. The Contractor shall furnish all labor, equipment and devices to erect and maintain all necessary traffic control and safety devices within the limits of the project for the duration of work in accordance with the MOT Specification 102-0100 in the County's Standard Technical Specifications for Roadway and Related Construction. The Contractor shall take all necessary precautions for the protection of the work and the safety of the public for the duration of work period. Attenuator vehicle shall be provided as work conditions warrant it.

A proposed traffic control plan shall be submitted to the County's Representative or designee for review and approval and will become a part of the Work Order estimate. Roads shall be kept open to two-way traffic for the duration of the work, except that, DURING NON-PEAK TRAFFIC PERIODS, one lane of traffic will be permitted if flagmen are used and prior approval is obtained from the County. Access shall be provided to all residences and all places of business whenever work interferes with the existing means of access.

In place of a Type III Barricade, a Drum w/Flashing Lights, High Intensity Type will be acceptable.

Any requirements for MOT will occur in County right-of-way areas. It is not anticipated that work will occur in State ROW.

Method of Measurement: The total number of MOT line items completed inclusive of all travel, equipment, labor, overhead or other expense to transport and set up, maintain and demobilization.

Basis of Payment: Payable at the contract unit prices as follows:

3	MOT, Advanced Arrow Warning Panel (per each per day)	EA
4	MOT, Sign, Variable Message (3 lines) Temporary (per each per day)	EA
5	MOT, Sign, Work Zone (Temporary) (per each per day)	EA
6	MOT, Barricade Type I, II, III (Temporary), (per each per day)	EA
7	MOT, Off Duty Law Enforcement Officer	HR
8	MOT, Flagmen (per flagman)	HR

Reference: All work and materials shall be in accordance with Pinellas County Public Works Specification 102-0100.

3. CLEARING AND GRUBBING

Provide all labor and equipment necessary to perform clearing and grubbing of uplands (areas landward of the top of bank) necessary for the excavation of detention ponds or other site clearing activities, including any need for the establishment of haul route/path as directed by the County, and to establish the drainage flow clear zone. The County is not intending to use Clearing and Grubbing for vegetation and tree removal in areas along the top of bank unless the scope of work calls for removing roots and stumps, and where there is adequate County right-of-way or easements to allow for stock piling staging, accommodating a haul route and loading of dump trucks. Clearing and grubbing may be used on certain job sites.

Work includes clearing of brush, shrubs, fallen timber, rubbish, exotic trees and nuisance species, dead trees and other trees less than 4" in diameter measured at breast height (DBH). DBH is 54" above the natural grade, per Pinellas County Municode Chapter 166 – Article II, Habitat Management and Landscaping. Non-native plants shall be cut down to ground level. Roots and stumps shall remain in place at ground level for soil stabilization unless otherwise directed.

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If authorized by the County, native vegetative debris may be mulched and dispersed on site in upland locations where mulch will not migrate into surface waters. All non-native mulch that has been approved by the County for dispersal on site in upland locations shall be top dressed with 4 inches of clean, suitable fill or organic top soil, as directed by the County, and permanently stabilized with the agreed material (sod, matting, hydroseed, etc.)

All loose vegetation and debris shall be cleared from all surface waters prior to leaving the work site each day.

The majority of vegetation and exotic tree removal does not include removing roots or stumps, and work may need to be performed from within the limits of the surface water rather than from the top of bank. Means and methods will depend on site-specific conditions that will be addressed during the initial site visit. This pay item shall not be used for vegetation and tree removal in wet areas within the tops of the banks of the surface water, or where the roots and stumps will remain.

Tree Protection: Trees identified to remain, including adjacent trees with potential for harm from work activities, shall be protected utilizing County standard tree protection measures.

Marking of Trees & Stumps: Trees and stumps identified for removal shall be marked and approved by the County. Tree removal work is payable as a separate pay item.

Method of Measurement: The total quantity of area cleared inclusive of tree protection barricades, and marking of trees and stumps for removal. Debris disposal is payable as a separate pay item.

Basis of Payment: Payable at the contract unit price per acre as follows:

9	Clearing and Grubbing (less than 1 Acre)	AC
10	Clearing and Grubbing (1 to 5 Acres)	AC
11	Clearing and Grubbing (more than 5 Acres)	AC

Reference: All work and materials shall be in accordance with Pinellas County Public Works Specification 110.

4. EXCAVATION OF DETENTION POND, MITIGATION AREA, CHANNEL OR DITCH (EXCAVATE SEDIMENT & VEGETATION)

Provide all labor and equipment to excavate sediment, debris and vegetation from wet areas, including but not limited to, stormwater ponds, canals and ditches, by mechanical methods within the work limits as directed by the County. Extraction of materials shall be accomplished using a commercial grade walking excavator, or other equivalent equipment capable of performing within limited access areas and in wet conditions. Removal of vegetation shall not include roots and rhizomes. This work includes removal of all trees that are less than 4" DBH and located within the limits of the surface water feature. Remaining tree stumps shall be flush with the existing ground surface elevation.

The majority of vegetation and exotic tree removal may have to be performed from within the limits of the surface water rather than from the top of bank. Means and methods per project will depend on site-specific conditions that will be addressed during the site visit with the assigned contractor to develop the cost proposal. Contractor shall exercise care during removal of vegetation to minimize soil disturbance as much as practical.

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If authorized by the County, native vegetative debris may be mulched and dispersed on site in upland locations where mulch will not migrate into surface waters. All non-native mulch that has been approved by the County for dispersal on site in upland locations shall be top dressed with 4 inches of clean, suitable fill or organic top soil, as directed by the County, and permanently stabilized with County and State recognized permanent stabilization practices (sod, matting, hydroseed, etc.). All loose vegetation and debris shall be cleared from all surface waters prior to leaving the work site each day.

Excavated materials may be stockpiled in an upland location to allow drainage on site for no longer than seven (7) calendar days unless otherwise approved by the County. Contractor shall implement effective Best Management Practices (BMPs) around all spoil piles.

Vegetation (excluding minor amounts mixed with sediment) should be disposed of at a local yard waste recycling facility and is payable under Debris Disposal.

Method of Measurement: The total quantity of materials extracted in cubic yards measured by observation of the area and depth of work requirements. Debris disposal is payable under as a separate pay item.

Basis of Payment: Payable at the contract unit price per cubic yard.

12	Excavate Sediment & Debris	CY
13	Excavate Vegetation	CY

Reference: All work and materials shall be in accordance with Pinellas County Public Works Specification 120-0031.

5. GRADING

Provide all labor and equipment necessary to accomplish handling dirt and grading of ditches, channels, ponds or mitigation areas, reshaping of slopes, re-channelization of ditches and swales, stabilization of the banks, embankment and bottom of the ditches, channels, ponds, mitigation areas or other surfaces as may be needed in preparation for permanent stabilization. The majority of the grading will be performed within the limits of the surface water feature in wet conditions and may require handling dirt more than once.

This section covers other grading requirements not already included in other pay items as directed by the County.

Method of Measurement: The total area of square yards graded prior to final stabilization of the ditch, channel, pond or mitigation area.

Basis of Payment: Payable at the contract unit price per square yard.

14	Grading (1 acre or less)	SY
15	Grading (more than 1 acre)	SY

Reference: All work and materials shall be in accordance with Pinellas County Public Works Specification 120-1100.

6. DREDGING (MODIFIED SPECIFICATION 120-1200)

Provide all labor, materials and equipment for dredging submerged ditches, creeks and channels by the use of hydraulic dredging.

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All dredging operations must conform to the applicable requirements of Section 120 of the FDOT Specifications, as amended herein. Work includes all labor, equipment and materials necessary for hydraulic dredging, pumping (and/or otherwise transporting) of the dredged material to the spoil site or other designated location (one example is top of bank), management of spoils and stockpile, side casting of sediment onto top of bank areas to repair erosion and washouts, and loading into trucks for disposal.

Method of Measurement: The total quantity of materials extracted in cubic yards measured by observation of the area and depth of work requirements. Debris disposal will be payable under as a separate pay item.

Basis of Payment: Payable at the contract unit price per cubic yard.

16	Dredging, Hydraulic	CY
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Reference: All work and materials shall be in accordance with Pinellas County Public Works Specification 120-1200.

7. BORROW MATERIAL

Contractor Borrow/Fill: Provide all labor and equipment necessary to furnish, transport, place and compact borrow/fill material in accordance with "select" materials of FDOT Index 505 - Embankment Utilization and Standard Specification Section 120 – Excavation and Embankment. Materials furnished by the Contractor shall be compactible, screened and free of sod, stumps, logs and other organic matter. Contractor borrow/fill includes loading, transport and offloading at the site, which may have private property constraints and not easily accessible.

County Borrow/Fill: Provide all labor and equipment to transport, place and compact borrow/fill material from County stockpile yard located at 12624 40th Street North, St. Petersburg. Contractor shall provide request for County borrow/fill material in writing at least three (3) working days prior to needing material on site, and shall coordinate with County representative to have material loaded into trucks by the County. County borrow/fill includes transport and offloading at the site, which may have private property constraints and not easily accessible.

Mixing of Borrow/Fill: Contractor shall provide all labor and equipment necessary to perform mixing of borrow fill material with native soil to achieve proper compaction or grade. Mixing shall be performed on site and may occur within the limits of the surface water.

Method of Measurement: Contractor borrow/fill material shall be measured in cubic yards furnished in a loose condition while in truck verified by truck cubic yard capacity and visual observation inclusive of all labor and equipment needs. Contractor shall provide receipts for all purchased borrow/fill material. County borrow/fill material shall be measured in cubic yards furnished in a loose condition while in truck verified by truck cubic yard capacity, visual observation, and documentation provided by County stockpile operator. Mixing shall be measured in cubic yards.

All resulting earthwork activities such as grading, etc., will be payable under the appropriate pay item.

Basis of Payment: Payable at the contract unit price per cubic yard.

17	Borrow Materials, up to 500 feet from unloading location to placement location, provided by Contractor	CY
18	Borrow Materials, up to 500 feet from unloading location to placement location, provided by County	CY
19	Borrow Materials, greater than 500 feet from unloading location to placement location, provided by Contractor	CY

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20	Borrow Materials, greater than 500 feet from unloading location to placement location, provided by County	CY
21	Mixing Borrow Materials	CY

Reference: FDOT Standard Specification Section 120 – Excavation and Embankment and Index 505 – Embankment Utilization.

8. STABILIZATION, TYPE B

Provide all labor and equipment necessary to furnish and place Type B stabilizing materials, which may include the lime rock or shell mix materials, excavating to grade, mixing, placing and compacting the subgrade material as directed by the County. The minimum Lime Rock Bearing Ratio (LBR) shall be 40. Stabilized subgrade materials may take advantage of existing or imported materials, in addition to the select stabilized material. Areas to be stabilized include portions of roadbed, ditch banks, slopes and other surfaces to restore washout areas and resolve runoff issues. Areas to be stabilized next to wetlands and other surface waters shall NOT use shell or lime rock materials. Materials used in these areas will have to be approved by the County prior to stabilization.

Method of Measurement: The total number of stabilizing materials in square yards at the thickness specified including all materials.

Basis of Payment: Payable at the contract unit price per square yard.

22	Stabilization, Type B, LBR 40, 9"	SY
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Reference: All work and materials shall be in accordance with Pinellas County Public Works Specification 160.

9. AQUATIC VEGETATION HARVESTING

Aquatic Vegetation Harvesting: Provide all labor, supervision, equipment, materials and supplies to mechanically remove aquatic vegetation from ponds, canals, lakes and similar wet areas, including adjacent shorelines, utilizing amphibious aquatic harvesting vessels. Vegetation removal includes, but is not limited to, herbaceous and woody plants, invasive and nuisance vegetation such as Water Hyacinth, Hydrilla, Brazilian Pepper, Primrose Willow, Cattails, etc.

Eligible crew labor operating time is the actual time spent during the workday performing removal operations. Crew labor operating time shall not include: travel time from Contractor's office or place of lodging to the designated work site; crew time for lunch and break periods; down time for equipment repair; or for other crew time delays that halt operations.

Shore Conveyor: Provide shoreline conveyor, as needed, for offloading of harvested materials from mechanical harvester. Conveyor is commonly used concurrently with harvester and is based on unit price per hour for equipment only.

On a case-by-case basis, the County may authorize harvested materials to be stockpiled to allow drainage on site with effective runoff and erosion and sediment control. Disposal of harvested materials will be payable under the Debris Disposal pay item.

Method of Measurement: The total number of aquatic harvester operating hours rendered, inclusive of crew labor and supervisor labor hours, harvesting equipment, removal of harvested materials, fuels and other incidental costs. Shoreline Conveyor based on the total number of operating hours (time only) for shoreline conveyor equipment.

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Basis of Payment: Payable at the contract unit price proposed as follows:

23	Aquatic Harvesting of Vegetation	HR
24	Shoreline Conveyor (equipment time only)	HR

Reference: Non-standard specification.

10. TREE TRIMMING

Provide all labor and equipment necessary to provide tree trimming. The Contractor's staff shall be skilled in the field of arboriculture in performing tree pruning and trimming of native species, and shall have an International Society of Arboriculture (ISA) or American National Standards Institute (ANSI) Certified Arborist on site to oversee tree trimming work. An arborist will not be required for general vegetation removal, stump grinding or Brazilian Pepper removal. All work shall be performed in accordance with the ISA or ANSI Publication A300 "Tree Care Operations – Tree, shrub and other woody plant maintenance – Standard Practices", latest edition. Prior to making any cuts; suitable ropes, slings, guide lines and block and tackle shall be securely fastened to the section to be removed in a manner that will prevent free, rapid, uncontrolled descent of that section.

Contractor shall coordinate tree work with the County's Ecological Services Section prior to implementing Urban Forestry practices such as tree trimming, tree removal, or other activities that may affect trees or other activities which could require additional evaluation by the Ecological Services staff.

Trimming shall provide the following clearances:

- 12' vertical clearance measured from the top of bank or top of maintenance berm
- 6' vertical clearance from the toe of slope
- 2' horizontal clearance from back of sidewalks
- 10' vertical clearance above sidewalks (applies to limbs originating from private property also)
- 16' vertical clearance from ground in County right-of-way

Work includes removal of vegetative growth on fences, removing dead and/or broken branches, and chipping. Tree chipping material may be dispersed on site upon authorization from the County. All debris that is not dispersed on site shall be disposed of properly (recycled or taken to a permitted landfill). Contractor is responsible for maintaining a safe, tidy work zone at all times.

Tree Trimming with Bucket Truck: Provide all labor and equipment (referred to as crew) to perform trimming, pruning and cutting of trees of various heights utilizing a bucket truck for hard to reach areas.

Roadside Tree Trimming: Provide all labor and equipment (referred to as crew) to perform trimming of low hanging and encroaching tree branches to restore vertical and horizontal clearance for maintenance equipment, traffic and pedestrians.

Tree Trimming, Spot (Non-Bucket Truck): Provide all labor and equipment (referred to as crew) to perform non-bucket truck light trimming of native trees. This work effort is intended to be much lighter in nature with the majority of work accomplished from the ground.

Note: Any resulting need for debris disposal shall be payable under the separate pay item for Debris Disposal.

Method of Measurement: The total quantity of hours per crew person to accomplish all work as described above in an hourly rate, inclusive of all equipment needs and incidental costs.

Basis of Payment: Payable at the contract unit price per hourly rate per crew.

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25	Tree Trimming (with Bucket Truck)	HR
26	Tree Trimming, Roadside	HR
27	Tree Trimming, Spot (Non-Bucket Truck)	HR
28	Certified Arborist	HR

Reference: Non-standard specification.

11. TREE REMOVAL, STUMP GRINDING & TREATMENT

Provide all labor and equipment necessary to perform tree removal, stump grinding and treatment of stumps/vegetation. Contractor's staff shall be skilled in the field of arboriculture in performing tree removal and shall have an International Society of Arboriculture (ISA) or American National Standards Institute (ANSI) Certified Arborist on site to oversee work. All work shall be performed in accordance with the ISA or ANSI Publication A300 "Tree Care Operations – Tree, shrub and other woody plant maintenance – Standard Practices", latest edition.

Prior to making any cuts; suitable ropes, slings, guide lines and block and tackle shall be securely fastened to the section to be removed in a manner that will prevent free, rapid, uncontrolled descent of that section.

When necessary to safely fell a tree and before making any cuts; suitable ropes, slings, guide lines and block and tackle shall be securely fastened to the section to be removed in a manner that will prevent free, rapid, uncontrolled descent of the section. No limb or section of a tree shall be left in place after the first cut has been made for its removal.

Tree Removal: Remove all non-native trees (and select native trees with County approval) of 4" DBH, with DBH being 54" above the natural grade, per Pinellas County Municode Chapter 166 – Article II, Habitat Management and Landscaping. Grind stumps as directed and treat stump vegetation with herbicide and fill surface voids, grade and compact. Work shall be accomplished by removing suitable sized sections of limbs or trunk starting at the top and working progressively downward to the ground surface. Stumps that shall remain shall be cut to ground level and treated to eliminate future growth.

The County may elect to maintain individual native trees of ecological, cultural or aesthetic importance.

Hazardous trees will be identified for removal by County staff during the initial field assessment to the best extent practicable. Contractor shall notify County after all trees identified for removal has been felled, and County will assess remaining trees for potential hazards or obstructions that may require further tree removals.

Stump Grinding: Tree stumps and major roots projecting through or appearing on the ground surface shall be removed to a depth of 6" below the soil surface. Removal shall be accomplished by means of grinding/chipping equipment or by hand. Blasting, pushing or digging the stumps out with equipment is not permitted. Fill all resulting holes or voids with suitable, clean fill free from organic debris and grade and compact. Fill material and grade and compact work for these voids shall be furnished by the Contractor and included in the contract unit price for stump grinding. Materials may be chipped and dispersed on site (but not as fill) as a stabilization BMP and only after receiving authorization from the County. Provide four inches (4") of organic top soil over the filled void area. Contractor shall maintain good workplace housekeeping practices at all times.

Contractor shall load and dispose of all remaining tree debris to a recycling site or a permitted landfill. Debris disposal is payable under a separate pay item. Do not factor into work price.

Treatment of Vegetation (Stumps): All stumps shall be treated with Garlon 4 Specialty Herbicide (triclopyr) or equivalent immediately upon cut/removal. Application of product shall be by a certified herbicide applicator

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licensed from the Florida Department of Agriculture and Consumer Services for Aquatic and Natural Area Weed Management categories. Prior to installing coconut mat and sod, stumps shall be cut a second time and treated with herbicide. If stumps continue to produce sprouts within 30 days of County's acceptance of project, the stumps shall be re-cut and treated a third time. Any affected coconut mat and sod shall be replaced immediately after the third treatment. The area shall be clear and unobstructed for the safe movement of pedestrians and maintenance vehicles and enhance the view of signage and habitats.

Contractor is responsible for obtaining all necessary certifications related to herbicide application. Contractor shall consult Pinellas County Commercial Horticultural Extension Agent for guidance on additional certifications that may be required depending on where herbicide application will occur.

Note: All trees less than 4" DBH shall be paid under the pay item for EXCAVATION OF DETENTION POND, MITIGATION AREA, CHANNEL OR DITCH if located in wet areas, or CLEARING AND GRUBBING if located in upland areas.

Method of Measurement: The total quantity of tree removals and stump grinding rendered inclusive of all labor and equipment. Stump grinding shall include associated filling of voids and compacting of soil, per stump. Pricing for this item shall exclude the Certified Arborist, Organic Top Soil and Debris Disposal, which are payable as separate pay items.

Treatment of Vegetation shall be measured on the total quantity of herbicide utilized per gallon of total volume of spray, inclusive of all labor and equipment needs.

Basis of Payment: Payable at the contract unit prices as follows:

29	Tree Removal (4" – 12" DBH)	EA
30	Tree Removal (>12" – 24" DBH)	EA
31	Tree Removal (> 24" DBH)	EA
32	Stump Grinding (4" – 12")	EA
33	Stump Grinding (>12" – 24")	EA
34	Stump Grinding (> 24")	EA
35	Treatment of Vegetation (Garlon® 4 Specialty Herbicide or equal)	Gal

Reference: Non-standard specification.

12. DEBRIS AND SEDIMENT DISPOSAL

Provide all labor and equipment necessary to load, transport and dispose of all debris materials, which may include unusable materials and sediment, excavated vegetative material, cleared and grubbed materials, miscellaneous tree trimming debris and other materials or structures removed from the work site.

Non-vegetative debris and sediment shall be disposed at a recycling facilities or permitted landfills that accepts the materials, in accordance with Section E General Conditions Paragraph 3.J of these specifications.

Vegetative debris, such as tree trimmings, ditch or surface water vegetation, shall be disposed of at a local yard waste recycling facility. The goal of this item is to offer a cost-effective solution for disposing/recycling of vegetative debris.

All debris disposals shall be payable under this pay item and not factored into the work of other individual pay items.

Method of Measurement: The total quantity of materials transported and disposed in tons inclusive of all labor and equipment. Disposal manifests or actual tipping fee receipts shall be provided with the invoiced amount.

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Basis of Payment: Payment shall be at the contract price, per ton, with supporting disposal weigh tickets.

36	Debris Disposal, Non-Vegetative	TN
37	Debris Disposal, Vegetation	TN
38	Sediment Disposal	TN

Reference: Non-standard specification.

13. PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

Contractor shall comply with all standards and specifications regarding the inspection, installation and maintenance of all erosion and sediment control practices in accordance with the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (latest edition) and State of Florida Erosion and Sediment Control Design and Reviewer Manual (latest edition), and all applicable permits and site specific Stormwater Pollution Prevention Plans (SWPPP). The Contractor shall furnish all labor and equipment necessary for the inspection, installation, maintenance, and removal of all temporary BMPs needed for sediment control and prevention of soil from eroding in or onto adjacent property, streets, drainage systems, and waterways.

Contractor shall comply with the Article VI Chapter 58 Stormwater and Surface Water Pollution Ordinance when conducting any activities within stormwater and surface water drainage easements and ROWs. All loose sediment, vegetation, and debris shall be cleared from all surface waters prior to leaving the work site each day. All exposed and disturbed soil shall be stabilized with temporary stabilization practices within 72 hours of the disturbance and before rain is forecasted.

Contractor shall provide a certified Qualified Stormwater Management Inspector(s) who shall be on site at all times to oversee all work.

Furnish all labor and equipment necessary for the installation, maintenance and removal of all temporary Best Management Practices (BMPs) needed for sediment control and prevention of soil from eroding in or onto adjacent property, streets, drainage systems, and waterways.

Contractor may be required to modify the erosion control plan or BMPs to adapt to seasonal weather or changing site condition. Contractor is responsible for maintaining site stabilization and avoiding illicit discharges until the project is accepted as complete by the County. Contractor shall furnish and install materials to stabilize all exposed soils and unvegetated earth prior to departure from the site each work day. Work includes the preparation of an erosion control plan.

Contractor shall obtain turbidity measurements prior to and during construction to ensure illicit discharges do not occur. This will be required on a majority of projects released under this Contract. Contractor shall immediately notify NPDES personnel in the event of an illicit discharge occurring. Any discharges 300 feet downstream of the project limit that are 29 Nephelometric Turbidity Units (NTU) above background upstream NTU is a violation and may be subject to enforcement action. The County may direct Contractor to stop work within the surface water until turbidity readings are in compliance. This work shall be considered part of the role of the on-site certified Stormwater Inspector and shall not be billed as a separate charge.

Time is essential for placement of temporary and permanent soil stabilization methods and materials. Contractor shall temporarily stabilize with straw matting, coconut matting or seed. Permanent stabilization shall occur by planting, sodding or hydro-seeding within three (3) working days of achieving final grade. Contractor shall phase work to minimize the areas that will be disturbed and to ensure that permanent stabilization will be achieved within the required timeframe.

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Contractor shall remove any sediment that migrates off-site due to insufficient controls at no additional cost to the County.

Contractor may be required to file an FDEP NPDES Notice of Intent (Exhibit G in services agreement) (only if applicable to the project site as directed by the County and if greater than one or more acres). This work effort, if required, will be payable under the pay item for Labor, Skilled.

Erosion control deficiencies identified during inspections by the Contractor and County staff shall be immediately corrected and action taken to install, adjust or maintain current BMPs or additional ones as necessary . The County may direct Contractor to stop work within the surface water until deficiencies are corrected.

Rainfall: Contractor shall stabilize all exposed soils on a daily basis prior to leaving the job site when rain is forecast. If sediment migrates, the Contractor shall be responsible for cleaning and repairing all areas regardless of where the sediment migrated to, and including areas outside the work limits, and shall stabilize and repair the area at no additional cost to the County. Clean up activities shall begin within 24 hours of the end of the rain event. Failure to correct deficiencies in a timely manner may subject the Contractor to a notice of violation and applicable fines in accordance with County and State regulations.

Method of Measurement: The number of BMP devices put in place, maintained and removed including an acceptable basic erosion control plan, inclusive of all labor including a certified stormwater inspector, in linear feet or per each as described below.

Basis of Payment: Payment will be based on the contract unit prices as follows:

39	Floating Turbidity Barrier	LF
40	Staked Turbidity Barrier	LF
41	Fence, Staked Silt FDOT Type III	LF
42	Inlet Protection System	EA
43	Synthetic Bales	LF

Reference: All work and materials shall be in accordance with Pinellas County Public Works Specification 104.

14. DEWATERING/BYPASSING

Provide all labor, equipment and materials necessary for temporary dewatering. Contractor shall redirect water as necessary to facilitate cleaning of ditches, creeks, canals, stormwater ponds and related areas. Work includes the preparation of a basic dewatering plan for approval by the County, and may include damming, creating a stream bypass, pumping and draining. The majority of work under this contract will require bypassing of the waterway. Work will not include well point type dewatering.

If dewatering is being performed, Contractor shall use the bypass water for watering sod/seed/plants as much as practicable. Using bypass water for watering shall be payable under the pay item for Labor, General.”

Method of Measurement: The dewatering activities to install, operate, maintain and remove the system/methods including bypassing, inclusive of all labor, equipment and materials, per each, per day.

Basis of Payment: Payable at the contract unit price proposed, as follows:

44	Dewatering/Bypassing of Ditches and Ponds	DAY
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Reference: Non-standard specification.

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15. ORGANIC TOPSOIL (PREPARED SOIL LAYER)

Furnish all labor and equipment necessary to place organic top soil to amend in situ soils. Organic top soil shall be mixed with imported materials as necessary to achieve the proper pH and organic matter levels to support turf and ground cover growth, and soil mixture shall be four (4) inches in depth. The finished topsoil surface shall be stabilized (temporarily if necessary, and permanently) within three (3) working days of achieving final grade.

Method of Measurement: The total number of topsoil furnished and placed including all mixing, compacting, shaping of the project area and other work described above, inclusive of all labor and equipment, in cubic yards.

Basis of Payment: Payable at the contract unit price per cubic yards installed.

45	Topsoil, Organic, (Prepared Soil Layer) 4"	CY
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Reference: All work and materials shall be in accordance with Pinellas County Public Works Specification 162-1000.

16. LANDSCAPE MATERIALS & WATERING

Provide all labor, equipment and materials necessary to furnish and install sod, grass seed, wildflower and grass seed mix, polyacrylamide (PAM) tackifier, hydroseed, and necessary watering of landscape materials within the limits of the site or as directed by the County. Sod and/or seed shall be used in all work zone areas that were disturbed and/or have damaged vegetation, including ingress/egress routes.

Sodding: Sod shall be harvested in commercial size rectangles and be in a healthy condition and be well matted with roots sufficiently thick to secure dense live grass. Sod shall be provided from pallets.

Rolled sod will not be accepted for this contract.

Sod installed on slopes that are 3:1 and steeper shall be staked to prevent sod movement. Products such as coconut coir logs or equivalent may be required at the toe of slope to hold sod in place until sod is permanently rooted. Sod shall be free of Tropical Soda Apple (*Solanum Viarum*) and be reasonably free of other weeds and other grasses and free of pests. All sod and seed shall match existing type unless directed otherwise by the County.

Coconut coir logs, if required, will be a billable under Materials, Additional.

Wildflower/Grass Seed mix with PAM Tackifier – A Florida native wildflower seed mix with fast germinating grass, such as CGIG from Pennington Seeds or approved equivalent, shall be used to permanently stabilization creek/ditch banks. In addition to the seed mix, a polyacrylamide tackifier shall be applied to the banks to reduce the risk of erosion and adhere the seed to the banks.

Supplemental Charge – Hauling Sod in Hard to Access/Steep Sites: A supplemental cost is available for extra work effort required to haul sod into hard to access and remote locations and for slopes 2:1 and greater. This cost is above and beyond the existing unit prices of Sod pay items 39 and 40. Contractor shall identify and discuss these locations with the County prior to installation.

Hydroseeding: Work includes installation of hydroseeding materials via machine. Provide Argentine Bahia grassing services in accordance with FDOT Specifications. Provide tackifier in all mixes for all surfaces and slopes. Roll seeding is an acceptable alternate to hydroseeding on slopes less than 4:1.

Installation of landscape materials shall be completed within three (3) working days of placement of coconut fiber matting or achieving final grade where coconut fiber matting is not used.

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Watering: Provide all labor and equipment necessary to furnish, haul and apply water to sodded, seeded or hydro-seeded areas, as required. The landscape material shall be thoroughly moistened by sprinkling with water. All areas shall be kept thoroughly moist when rainfall is not sufficient to achieve adequate sod rooting to the earth bed. Watering shall continue for thirty (30) days after material placement or as directed by County. Water shall be applied in a manner to prevent runoff or erosion from occurring. If dewatering is being performed, Contractor shall use the bypass water for watering as much as practicable. Using bypass water for watering shall be payable as a separate item under the pay item for Labor, General.

Water may be obtained from any stream, ditch, creek, fire hydrant (with applicable meter obtained by contractor) municipal water or reclaimed water source. Reclaimed water is available at no charge from the two Pinellas County Utilities Department facilities located at:

W.E. Dunn Water Reclamation Plant
4100 Dunn Drive
Palm Harbor, FL 34683
(727) 453-6744

South Cross Water Reclamation
Facility
7401 54th Avenue North
St. Petersburg, FL 33709
(727) 582-7000

These facilities are normally open seven days a week from 7:00 AM to 4:00 PM.

In cases where watering is required outside of normal work areas and considered to be in hard to access locations such as hard to reach remote areas requiring extra effort by Contractor. In these cases the Contractor shall identify and discuss these locations with the County prior to commencing watering. Cost for these areas will be separate from costs for normal or easy to access areas.

Method of Measurement:

- i. Sod, Seed & Hydro-seeding: The total number of materials in square yards put in place and including all labor, staples and any applicable supplemental charge for hard to access/steep areas.
- ii. Watering: The total number of gallons of water applied at each site in a minimum of 1,000 gallon increments at normal and hard to access areas, and documented with truck water meter Includes all labor, equipment, vehicles, water and incidentals. Minimum watering event is established at 1,000 gallons per each site visit.

Basis of Payment: Payable at the contract unit prices as follows:

46	Sod, Argentine Bahia, Sand Grown	SY
47	Sod, St. Augustine	SY
48	Seeding, Argentine Bahia	SY
49	Hydroseed, Argentine Bahia with Tackifier	SY
50	Wildflower/Grass Seed mix with PAM Tackifier	SY
51	<u>Supplemental Charge:</u> Hauling Sod, Hard to Access/Steep Sites	SY
52	Watering, Normal Areas (1,000 Gallons)	1000 Gals
53	Watering, Hard to Access Areas (1,000 Gallons)	1000 Gals

Reference: All work and materials shall be in accordance with Pinellas County Public Works Specification 575 and FDOT Specification Sections 570 and 981.

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17. EROSION CONTROL PRODUCTS

Coconut Fiber, Straw Matting, Turf Reinforcement Mat and Concrete Cloth: Furnish all materials and labor to install, per manufacturer's specifications, erosion control matting and concrete cloth to protect disturbed slopes or embankment surfaces against erosion due to rainfall or flowing water. Ground shall be in a stable and firm soil surface condition free of rocks and other obstructions with any seed, fertilizer or mulches already in place ready to accept matting. Matting shall be secured to slope per manufacturer instructions and toed-in at least six (6) inches, and up to one (1) foot in some cases, at top of bank. Finished work shall be free of air pockets, voids, tears or damage to matting with no water flow occurring underneath. These installed surfaces shall be sodded or planted within three (3) working days of installation.

Any requirement for coconut coir logs will be payable under Line 19. Materials, Additional.

Contractor will be required to re-install any matting with observed air pockets or voids or when permanent stabilization is not completed within three (3) days that result in undesirable vegetation growth surfacing through matting.

Coconut Fiber Mat: shall be 100% coconut fiber between natural fiber nets with top leno-woven layers. Product shall be North American Green BioNet Double-Net Coconut Blanket C125BN® or equivalent biodegradable product.

Straw Mat: a temporary stabilization product of 100% agricultural straw with longevity up to 12 months. Mat shall be of consistent thickness with lightweight photodegradable straw netting on top side sewn with degradable thread. Product shall be North American Green S-150BN® Double-Net Straw Blanket or equivalent biodegradable product that meets or exceeds that specification.

Turf Reinforcement Mat: a high strength turf reinforcement mat of 100% UV stabilized, three-dimensional fiber matrix matting. Product shall be North American Green Tensar VMAX C350® or equivalent.

Concrete Block Mat: shall be a pre-manufactured interconnected pyramidal concrete blocks packaged in rolls. Installation shall be per manufacturer's instructions. Product shall be Motz Enterprises, Inc., Flexamat® or equivalent product.

Method of Measurement: The total square yards of product secured and put in place including staples and installation labor.

Basis of Payment: Payable at the contract unit price per square yard.

54	Coconut Fiber Mat	SY
55	Straw Mat	SY
56	Turf Reinforcement Mat	SY
57	Concrete Block Mat	SY

Reference: Non-standard specification.

18. RIPRAP RUBBLE

Furnish all labor, equipment and riprap materials necessary to install erosion control rubble riprap consisting of broken stone per FDOT Section 530. Materials shall be installed in the banks and below the toe of slope, as directed by the Engineer, and arranged to form compact layers to meet the requested thickness (plus or minus 3"). Riprap shall be placed in a manner that smaller pieces are evenly distributed to fill voids and avoid sharp exposed edges. The minimum size allowed is 12 inches diameter. If Contractor is directed to use other size riprap it will be payable under Unspecified Work.

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All riprap shall be free of soil, debris and rebar. A non-woven geotextile filter fabric shall be properly installed underneath all riprap per manufacturer's specifications to promote sustainability. Transporting of riprap to inaccessible and difficult sites will be payable under the pay item for Labor, General.

Method of Measurement: The number of materials (including geotextile filter fabric) put in place in tons based on truck scale weight.

Basis of Payment: Payable at the contract unit price proposed per ton.

58	Riprap Rubble, Concrete	TON
59	Riprap Rubble, Limerock	TON

Reference: All work and materials shall be in accordance with Pinellas County Public Works Specification 530-2000.

19. LABOR, ADDITIONAL, OTHER WORK

Provide other laborers, general and skilled, for unidentified work not already included in the various pay items of this contract, which could include but is not limited to cleaning pipes and drainage structures, extending pipes, furnishing and construction of cement bag rip rap, repairing irrigation damage, and watering by methods other than with a water truck.

This section only covers other unidentified work not included in the various pay items of this contract.

General labor is defined as manual labor which generally does not require a special skill set to perform work.

Skilled labor is defined as laborers with specific skills sets, including supervisors, and work could include the repair or patching of leaking pipes and joints, inflows/outfalls, concrete repairs and finishing, and repairs to other related stormwater structures, along with the administrative handling of private property access, and filing and submitting FDEP NPDES Notice of Intent (per Item 12).

Private Property Access: The Contractor shall secure access to any and all private property lands that may be required for the sole purpose to gain access to inaccessible work sites. The County will provide the Contractor with a Temporary Right-of-Entry template document. Specific work includes preparing basic location maps, customizing the template to fit the project scope, contacting property owner(s) to inform them of the proposed work and benefits, and coordinating and communicating work and schedules until job completion. Contractor shall provide the County with an electronic version of the signed document.

Upon completion of work, any private property disturbed as a result of Contractor's use shall be restored to a condition that is equal to or better than the original condition prior to accessing such property. All restoration costs shall be included in the cost estimate under applicable line items.

Note: This requirement will not be necessary for the majority of Work Orders and only covers other additional work efforts above and beyond the pay items included in this contract. Work will be payable at an hourly labor rate under Labor, Skilled or General.

Method of Measurement: The total number of skilled or general labor hours rendered.

Basis of Payment: Payable at the contract unit price proposed per hourly labor rate:

60	Laborer, General, Unspecified	HR
61	Laborer, Skilled, Unspecified	HR

Reference: Non-standard specification.

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20. UNSPECIFIED SERVICES

This paragraph provides a funding source to address minor unexpected purchases and services not listed elsewhere in this contract. All proposed unspecified services under this pay item shall be described in full detail in the proposal and broken down by activity in the cost estimate. This work requires negotiation and prior authorization from the County Representative prior to commencement. There is no guarantee that the funds identified at the Cost Proposal page will ever be required.

62	Unspecified Monies	LS
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Reference: Non-standard specification.

21. MATERIALS, ADDITIONAL

Provide materials as may be required to accomplish other unidentified stormwater infrastructure related work that is not covered in these Specifications and Proposed Items. All proposed additional materials under this pay item shall be described in full detail in the proposal and broken down by item in the cost estimate. The Contractor shall include a percentage markup in their proposal submittal for this item. Materials could include but are not limited to cement, grout, sealant, pipe, etc. Contractor shall provide proof of material purchases in 100% support of amount claimed for reimbursement that will accompany each invoice.

This section only covers other unidentified materials not included in the various pay items of this contract.

Method of Measurement: The amount of unspecified materials to be reimbursed to the Contractor, based on the total of actual receipts and invoices documenting cost plus the markup identified in Exhibit C. Documentation of costs in the form of invoices and receipts shall accompany all invoices that show the mark-up calculations.

Basis of Payment: Payable at the actual invoice cost plus percentage markup proposed.

63	Materials, Additional (cost plus)	%
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Reference: Non-standard specification.

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22. EMBANKMENT SLOPE MOWING

Provide all labor and equipment to perform embankment slope mowing on ditches, creeks, channels and other stormwater systems. Litter shall be removed, bagged and disposed of properly prior to the start of mowing. All grass, vegetation and trees less than or equal to 4 inches in diameter at breast height (DBH, with DBH being 54" above the natural grade) on embankments with slopes equal to or steeper than 4H:1V shall be cut to a five-inch (5") height, with an acceptable variance of one-half inch (1/2"), unless otherwise directed. Wet areas where heavy equipment may leave ruts shall be mowed by hand with weed-eaters to protect the integrity of the grade and prevent damage. A 1-foot buffer zone up the embankment at the water's edge shall remain un-mowed unless otherwise directed.

Mowing equipment shall have a non-discharge mulching type cutting head. All grass and vegetation clippings shall be removed from the waterway and embankment, bagged and disposed of properly. Mowing shall be performed in a manner that will not cause scalping, erosion or soil destabilization.

Contractor shall be responsible for repairing all damage to embankments and adjacent maintenance berms caused by mowing activities including but not limited to: ruts; scalping; gouging; and depressions.

Method of Measurement: The total number of hours rendered.

Basis of Payment: Payable at the contract unit rate - \$175.00 Per Hour

64	Embankment Slope Mowing	HR
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EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE:

- a) Proposal submittals should include, the Contractor's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Contractor does not currently meet insurance requirements, Contractor/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Contractor shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that Contractor include the unique identifier, which will be supplied by the County's Purchasing Department. 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 3.(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 RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Contractor and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

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INSURANCE REQUIREMENTS

- (1) Contractor 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 Contractor from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
- (2) Should the Contractor, 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 Contractor for such purchase or offset the cost against amounts due to Contractor 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 RFP, the Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (2) All subcontracts between Contractor and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor 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 Contractor 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. Contractor 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 Contractor is a Joint Venture per Section A. titled Joint Venture of this RFP, 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.

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INSURANCE REQUIREMENTS

- (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 Contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by Contractor, 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 Contractor 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 Contractor 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
Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. There shall be no Explosion, Collapse or Underground (x,c,u) exclusion; nor shall there be a crane weight, jig or boom exclusion.

(2)

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

Limit

Combined Single Limit Per Accident \$ 1,000,000

SERVICES AGREEMENT
EXHIBIT B
INSURANCE REQUIREMENTS

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

Limits

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

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

- 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, clean up 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 Contractor will be responsible for all damage to its own property, equipment and/or materials

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

	Pay Item	Unit of Measure	Unit Price
1	Mobilization	EA	\$2,000.00
2	Mobilization, Emergencies (24-hours)	EA	\$3,000.00
3	MOT, Advanced Arrow Warning Panel (per each per day)	DAY	\$70.00
4	MOT - Sign, Variable Message (3 lines) Temporary (per each per day)	DAY	\$90.00
5	MOT - Sign, Work Zone (Temporary) (per each per day)	EA	\$6.00
6	MOT - Barricade Type I, II, III / OR in place of Type 1 & 2, a Drum w/Flashing Lights, High Intensity Type B (Temporary), (per each per day)	EA	\$8.00
7	MOT - Off Duty Law Enforcement Officer	HR	\$65.00
8	MOT - Flagman (per each flagman)	HR	\$25.00
9	Clearing and Grubbing (less than 1 acre)	AC	\$1,500.00
10	Clearing and Grubbing (1 to 5 Acres)	AC	\$1,500.00
11	Clearing and Grubbing (more than 5 Acres)	AC	\$1,500.00
12	Excavate Sediment & Debris	CY	\$12.00
13	Excavate Vegetation	CY	\$4.00
14	Grading (1 acre or less)	SY	\$4.00
15	Grading (more than 1 acre)	SY	\$4.00
16	Dredging, Hydraulic	CY	\$60.00
17	Borrow Materials, up to 500 feet from unloading location to placement location (provided by Contractor)	CY	\$32.00
18	Borrow Materials, up to 500 feet from unloading location to placement location (provided by County)	CY	\$20.00
19	Borrow Materials, greater than 500 feet from unloading location to placement location (provided by Contractor)	CY	\$37.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

20	Borrow Materials, greater than 500 feet from unloading location to placement location (provided by County)	CY	\$25.00
21	Mixing Borrow Materials	CY	\$7.00
22	Stabilization Type B LBR 40, 9"	SY	\$30.00
23	Aquatic Harvesting of Vegetation	HR	\$150.00
24	Shoreline Conveyor (equipment time only)	HR	\$175.00
25	Tree Trimming w/ Bucket Truck	HR	\$100.00
26	Tree Trimming, Roadside	HR	\$80.00
27	Tree Trimming, Spot (Non-Bucket Truck)	HR	\$80.00
28	Certified Arborist	HR	\$70.00
29	Tree Removal (4" – 12" DBH)	EA	\$275.00
30	Tree Removal (>12" – 24" DBH)	EA	\$800.00
31	Tree Removal (> 24" DBH)	EA	\$3,000.00
32	Stump Grinding (4" -12")	EA	\$75.00
33	Stump Grinding (>12" – 24")	EA	\$120.00
34	Stump Grinding (> 24")	EA	\$250.00
35	Treatment of Vegetation, (Garlon 4 or equal)	GAL	\$70.00
36	Debris Disposal, Non-Vegetative	TN	\$66.00
37	Debris Disposal, Vegetation	TN	\$110.00
38	Sediment Disposal	TN	\$58.00
39	Floating Turbidity Barrier	LF	\$7.00
40	Staked Turbidity Barrier	LF	\$12.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

41	Fence, Staked Silt FDOT Type III	LF	\$2.00
42	Inlet Protection System	EA	\$40.00
43	Synthetic Bales	LF	\$15.00
44	Dewatering/Bypassing of Ditches and Ponds	DAY	\$800.00
45	Topsoil, Organic (Prepared Soil Layer) 4"	CY	\$30.00
46	Sod, Argentine Bahia (Sand Grown)	SY	\$4.50
47	Sod, St. Augustine	SY	\$5.00
48	Seeding, Argentine Bahia	SY	\$0.70
49	Hydroseed, Argentine Bahia with Tackifier	SY	\$1.00
50	Wildflower/Grass Seed mix with PAM Tackifier	SY	\$1.50
51	<u>Supplemental</u> Charge: Hauling Sod to Hard to Access and Steep Sites	SY	\$2.50
52	Watering of Landscape Materials (1000 Gals per Unit)	1,000 Gals	\$100.00
53	Watering, Hard to Access Areas (1000 Gals per Unit)	1,000 Gals	\$150.00
54	Coconut Fiber Matting	SY	\$3.00
55	Straw Matting	SY	\$3.00
56	Turf Reinforcement Mat	SY	\$6.50
57	Concrete Cloth	SY	\$90.00
58	Riprap Rubble, Concrete	TN	\$120.00
59	Riprap Rubble, Limerock	TN	\$120.00
60	Labor, General	HR	\$25.00
61	Labor, Skilled	HR	\$40.00
	EMBANKMENT SLOPE MOWING	HR	\$175.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

63	UNSPECIFIED MONIES: (5 Year Amount) (NOT BE USED IN SCORING) Unspecified work is not a guarantee to be needed during the contract and will be ordered and authorized solely at the discretion of the County.	\$75,000.00
64	MATERIALS, ADDITIONAL (NOT USED IN SCORING) (payable under Unspecified Monies paragraph) Materials will be reimbursed to the Contractor at the cost plus markup %. Backup receipts in 100% support of purchase plus shown markup for materials shall accompany the	Cost Plus Mark-Up 15 %

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 D

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 D

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.

**SERVICES AGREEMENT
EXHIBIT E - WORK ORDER / NOTICE TO PROCEED**

**Surface Water Maintenance Services
Proposal No.: 167-0385-P(LN)**

CONTRACTOR	
WORK ORDER NO.	
PURCHASE ORDER NO.	
CONTRACTOR REPRESENTATIVE	
CONTRACT SCHEDULE	XX Calendar Days
WORK ORDER AMOUNT	\$
WORK SITE	
COUNTY REPRESENTATIVE	
<p>In accordance with the terms and conditons of the above contract, Pinellas County advises that your Work Order Notice to Proceed Date is _____, 20XX.</p>	
<p>Comments:</p>	
<p>Attachments:</p> <ul style="list-style-type: none"> Contractor's Proposal & Template Contractor's Work Schedule Purchase Order 	
<p>You are hereby authorized to proceed with the work of your above estimate. Included is a copy of the Purchase Order.</p>	
<p>_____</p> <p>County Representative (or designee)</p>	<p>_____</p> <p>Date</p>

**SERVICES AGREEMENT
EXHIBIT F - PROPOSAL TEMPLATE**

**Surface Water Maintenance Services
Proposal No.: 167-0385-P(LN)**

Date

Pinellas County Public Works
22211 U.S. Highway 19 N, Bldg. 1
Clearwater, FL 33765

RE: Proposal for _____

DESCRIPTION OF WORK

Work involves _____ (activities, heights and density of vegetation, segments of phased work, etc.).

Description of site conditions requiring special protection measures

UNSPECIFIED SERVICES AND ADDITIONAL MATERIALS

This work consists of _____ (describe unspecified services and which staff will perform the work) _____ which will require _____ (quantity) _____ of _____ (materials) _____.

EROSION AND SEDIMENTATION CONTROL PLAN

_____ will place double sections of turbidity barrier down-gradient of the project.
_____ will check the turbidity barriers daily while working and remove accumulated debris.
We will inspect the barriers within 24 hours following heavy rain events on weekends.

When rain is forecast, all exposed banks will be temporarily stabilized at the end of the work day. All banks will be permanently stabilized within 72 hours of achieving final grade. Additional erosion controls will be implemented as needed.

MAINTENANCE OF TRAFFIC PLAN

This project is anticipated to have minimal impact to traffic. Most of the project tasks will be completed within the ditch line easement. _____ will place signs to alert motorists of workers in or near the roadway and will use flaggers as needed when working on or near _____.

SCHEDULE

The proposed work is expected to take _____ weeks to complete. Attached is an estimated schedule of activities.

WORK ORDER ESTIMATE

_____ Work Order Proposal for this scope of work is \$XXXXXX with \$XXXXXX in Unspecified Monies to cover the costs of _____.

Attachments: Contractor's Work Order Proposal Spreadsheet
Erosion Control Plan
Schedule
MOT Plan and Dewatering plan (when applicable)

SERVICES AGREEMENT

EXHIBIT H – PERFORMANCE SECURITY

**Surface Water Maintenance Services
Proposal No.: 167-0385-P (LN)**

Placeholder for Performance Security in the amount of \$2,000,000.00.