

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this 9 day of September, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and John Mader Enterprises Inc DBA Mader Electric Motors Inc, (“Contractor”) (individually, “Party,” collectively, “Parties”).

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to **Contract No. 21-0222-B-BW** („ITB“) for **Pumps, Parts Repair, Removal, Installation and Calibration** 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 the Assistant Wastewater Plant Manager.

**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:

the Effective Date;

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

**B. Term Extension.**

The Parties may extend the term of this Agreement for one (1) additional twenty-four (24) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

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

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

**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 **\$5,760,000.00**, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit **D**, payable upon submittal of an invoice as required herein.

**C. Travel Expenses.**

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

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

**E. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to

the designated person as set out in Section 18 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

## 6. Personnel.

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

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

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

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

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

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

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

**C. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services

assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. **Termination.**

**A. Contractor Default Provisions and Remedies of County.**

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

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

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

**B. County Default Provisions and Remedies of Contractor.**

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

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

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

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

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

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

**A. County Confidential Information.** Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County

Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

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

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

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

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

11. **Compliance with Laws.**

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

12. **Public Entities Crimes**

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

13. **Liability and Insurance.**

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

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**14. County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**15. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Assistant Wastewater Treatment Plant Manager or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *John Mader Enterprises Inc DBA Mader Electric Motors Inc.* If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**16. Subcontracting/Assignment.**

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

**B. Assignment.**

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

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



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

For County:  
 Utilities Department  
 Attn:  
 Mike McRorey  
 Asst. Wastewater Treatment Plant Manager  
 South Cross Bayou WRF  
 7401 54<sup>th</sup> Avenue North  
 St. Petersburg, FL 33709  
 727-582-7009  
[mmcrorey@pinellascounty.org](mailto:mmcrorey@pinellascounty.org)

For Contractor:  
 John Mader Enterprises Inc DBA Mader Electric Motors Inc  
 Attn:  
 Jeremy Mader  
 18161 North Tamiami Trail  
 N Fort Myers, FL 33903  
[jeremy@maderelectricmotors.com](mailto:jeremy@maderelectricmotors.com)

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

**19. Conflict of Interest.**

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions;
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

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

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

**22. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall

continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

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

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

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

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

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

*(Signature Page Follows)*

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

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

**John Mader Enterprises Inc**  
**DBA Mader Electric Motors**  
**Inc**

\_\_\_\_\_  
Name of Firm

*Dave Eggus*

By  
Chair, Board of County Commissioners

By:

*J. Mader*

Signature

*John Mader*

Print Name

*Manager*

Title

ATTEST:  
Ken Burke,  
Clerk of the Circuit Court



By: *Ken Burke*  
Deputy Clerk

Approved as to Form

APPROVED AS TO FORM

By: *Keiah Townsend*  
Office of the County Attorney

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

## SERVICES AGREEMENT

## EXHIBIT A

## STATEMENT OF WORK

**A. OBJECTIVE:**

This agreement shall provide Pumps, Pump Parts, Pump Repairs, Removal, Installation, Calibration, Vibration Testing and Laser Alignment, in an efficient manner for Pinellas County Utilities Department.

**B. REQUIREMENTS:**

1. Standard Services Agreement - The awarded contractor will be required to execute the attached standard services agreement. No exceptions to the standard services agreement will be executed.
2. Certification of authority to provide equipment and repair services for noted manufacturers shall be provided with bid submittal.
3. Contractor is to provide National Science Foundation's/American National Standards Institute (NSF/ANSI) certified personnel who are skilled in the performance of pump repair and rewind services and shall provide documentation with bid submittal.
4. Contractor is to assign a dedicated account manager who is available during normal business hours to administer this contract.
5. Contractor shall provide technical support such as information on whether the pump(s) should be repaired or replaced, life expectancy information and maintenance recommendations, along with price estimates.
6. Contractor shall provide a schedule for conducting field inspections on equipment that has been repaired and is covered under warranty.
7. Identification of Employees:
  - a. Contractor shall furnish each employee with proper identification badges, displaying the employee's picture, name and Contractor name.
  - b. Contractor shall make identification visible at all times.
  - c. Contractor and its employees shall dress in a manner compliant with the County and OSHA safety standards.
  - d. Contractor's employees shall not dress in a manner representative of the County or department where work is being performed.
  - e. Contractor service vehicles used on County premises shall be clearly identified with Contractor's name on exterior body.
  - f. Contractor(s) must be capable of providing awarded manufacturer-authorized repair service with OEM parts for a minimum of one (1) of the pump manufacturers as provided for in Section F- Bid Summary as attached hereto and incorporated herein by reference,
  - g. Contractors shall in the course of service provide the following including, but not limited to:
    - i. Provide digital pictures with prior to repair/ and with replacement.
    - ii. Consult with customer regarding repair/replacement.
    - iii. Install new components to meet or exceed (OEM) specifications.
    - iv. Grease bearings are to be packed with lubricants specified by OEM and/or oil and grease as specified by the County. Contractor shall identify grease used with a tag on equipment repaired or supplied to the County.
    - v. Install replacement mechanical seals as direct replacements unless other seal is requested by County.
    - vi. Perform dynamic balancing of pump assembly with impeller installed at normal operating range.
    - vii. Paint pump to industrial standard color or coat as specified by County.
    - viii. Report cause of failure, results of key test, and measurements to County.
    - ix. Document all additional services and specifications for quality assurance.
    - x. Pick-up and delivery of unit to be repaired/replaced.
    - xi. Written estimates must be received within ten (10) working days of request.

## SERVICES AGREEMENT

## EXHIBIT A

## STATEMENT OF WORK

**C. SCOPE:**

1. Services under this agreement are for Pumps, Pump Parts, Pump Repairs, Removal, Installation, Calibration, Vibration Testing and laser alignment of various heavy-duty industrial pumps ranging from 1.5HP to 800HP on an as needed basis. Pumps are located at various locations within geographical Pinellas County including the Utilities Department's water and wastewater treatment facilities, which are utilized for pumps in various water treatment processes. A list of the pumps that may need repair or replacement is provided in Exhibit B, the County reserves the right to add or subtract from list as necessary.
2. The Contractor will provide, as available, Original Equipment Manufacturers (OEM) pump repair parts and pump repairs of various types and manufacturers of pumps used throughout the County. The pumps which may need possible replacement, parts, and repair, include potable water, sludge, wastewater, submersibles, vertical turbine, sample, split case horizontal, diaphragm, peristaltic, positive displacement, disc-flow and grit pumps.
3. The Contractor is to provide all labor, tools, material, engineering services, crane services, travel and equipment to replace and/or repair pumps. Services include but are not limited to pick-up and delivery, disassembly, inspection, condition report, failure analysis, bearing replacement, shaft repair/replace, machining work and painting/coating outside casing of pump with color and/or coating specified by County. Machining of parts, assemblies, components etc. must be a part of the service provided by the awarded Contractor. Additionally, no "flame welding" (i.e. metalizing) will be allowed during repair work. ALL ASSOCIATED COSTS MUST BE INCLUDED IN THE UNIT PRICING. Each Contractor shall be responsible for ensuring crane services are scheduled if need to remove the pump from service if needed.
4. Prior to removal, Contractor will conduct vibration test in the field on the pump and motor assembly prior to uncoupling. Contractor will follow Original and Manufacturer Standard Operating Procedures regarding uncoupling and deburring of shaft and couplings. Contractor will provide digital dial indicator read-out prior to uncoupling pump from motor. After pump removal, Contractor will perform vibration test of motor when uncoupled from pump. Contractor will provide digital dial indicator read-out of motor when uncoupled.
5. During both, pump break down and rebuild, Contractor will provide digital read-out of each shaft Total Indicator Run out (TIR) before disconnecting or reconnecting each shaft.
6. Contractor will laser align all couplings and provide alignment data to County Representative. Contractor shall also conduct a vibration test once the equipment is reassembled and operable. Should this require a follow up visit after all of the equipment is reinstalled, the service shall be provided for as part of the pricing provided herein.
7. This pump contract will require crane services. There is a possibility to have the pump contractor remove and reset the motor in order to take the pump and when reinstalling reset motor back on pump. County staff will uncouple and recouple, unwire and rewire Motor unless taken by motor contractor for repairs. The County will not be responsible at any time or in any way for any crane services needed or rendered.

**SERVICE CAPABILITIES:**

Contractor must ensure the following capabilities are available:

- i. Cleaning - Power washing, steam cleaning, and sandblasting.
- ii. Welding - TIG (tungsten in gas); WIG (wire in gas); MIG (metal in gas).
- iii. Machining - metal cutting, drilling, grinding
- iv. Heating - Metalizing torch, Burn-off Oven, Bake Oven of sufficient size.
- v. Dip Tank of sufficient capacity.
- vi. VPI (vacuum & pressure impregnation).

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- vii. Hydraulic bearing pullers.
- viii. Dynamic balancing equipment and Vibration Analysis.
- ix. 5000-volt meg-ohmmeters testing and Surge comparison testing.
  - x. DC hypotential tester of sufficient capacity.
  - xi. 460-volt test power supply to no load test run pumps up to 500hp @ 460VAC
  - xii. Stator core loss tester of sufficient capability.
  - xiii. Temperature-regulated burn-off oven of sufficient size.
- xiv. Class H insulating materials epoxy or polyester resin of sufficient quantity to treat new windings
- xv. Sufficient inventory of inverter-duty treated magnet wire.
- xvi. Use of certified technicians to perform all services.

**COATING MATERIALS:**

1. All coatings shall be National Science Foundation's/American National Standards Institute 61 (NSF/ANSI) 61 approved for use with drinking water system components, approved for immersion service application and of the type as manufactured for the purpose intended and shall be applied in accordance with the manufacturer's Product Data Sheet.
2. All coatings shall be in manufacturer's originally sealed containers bearing the manufacturer's labels identifying the paint type, color and batch number.
3. All materials used on the project shall be from the same manufacturer. For multi-coat systems, each coat shall be of a contrasting color. The color of the final topcoat shall be chosen to ensure that the last coat achieves adequate hiding power and provides a solid and consistent visual appearance.
4. Materials shall be stored in a designated space with temperatures of no less than 40°F (4.5°C) and no more than 110°F (43°C).
5. No adulterant, unauthorized paint thinner/reducer or other material not included in the paint formulation shall be added to the paint for any reason.

**SURFACE PREPARATION:**

All surfaces to be painted or coated shall be prepared in a workmanlike manner and in accordance with the manufacturer's Product Data Sheet, to obtain a clean and dry surface that is properly prepared for coating.

1. Pre-Cleaning:
  - i. Contaminants such as oil, grease, dirt, etc. on the substrate shall be removed in accordance with SSPC-SP Solvent Cleaning
2. All weld seams shall be cleaned of rust, slag and adherent mill scale, and all weld spatter shall be removed in accordance with SSPC-SP 2 Hand Tool Cleaning and/or SSPC-SP 3 Power Tool Cleaning.
3. Dry Abrasive Blasting
4. Prepare the clean, dry substrate by dry-abrasive blasting in accordance with surface preparation standard NACE No.2/SSPC-SP 10 Near-White Metal Blast Cleaning.
5. After dry-abrasive blasting, all grit, dust and other surface contaminants shall be removed, and the prime-coat shall be applied within four (4) hours of completion of blasting or before any detrimental corrosion or recontamination occurs.
6. No coating shall be applied prior to the inspection and approval by the County.
7. Coating Application:
  - i. All Coatings shall be applied in strict accordance with the paint manufacturer's Product Data Sheet. All work shall be performed by skilled workmen in a safe and workmanlike manner satisfactory to County Supervisor.
  - ii. Environmental Testing: Immediately prior to, during, and after (when applicable) any coating application, environmental testing shall be performed by the Inspector to ensure that the surface temperature of the substrate is at least 5°F greater than the dew point in the immediate area where coating is to take place in accordance to ASTM D3276-00 Standard Guide for Paint Inspectors

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- (Metal Substrates).
- iii. Environmental Controls/Enclosures: In the event that any environmental controls (heaters, dehumidifiers, enclosures, etc.) are needed in order to obtain acceptable conditions for coating, acceptable environmental conditions shall be maintained during the coating's drying time.
  - iv. Paint Mixing: All coatings shall be mixed and thinned/reduced, and all sweating/induction and pot-life times shall be in accordance with the manufacturer's product data sheet and instructions. All paint containers shall be tightly closed except when paint is being withdrawn.
  - v. Stripe Coating: A stripe coat is a brushed coat of paint that is applied prior to a full coat of paint being applied to an entire surface. A Stripe Coat application shall be applied prior to the prime coat, intermediate coat, and topcoat. At a minimum, the following areas shall have a stripe coat application prior to each coat:
    - a. Edges
    - b. Weld Seams
    - c. Outside Corners
    - d. Nuts and Bolts (heads and threads)
    - e. Crevices
  - vi. Dry Film Thickness (DFT): The application of each coat shall be at the rate required to achieve at least the minimum, but not more than the maximum, DFT specified in the manufacturer's product data sheet. Each coat shall be inspected in accordance with SSPC-PA 2 Measurement of Dry Paint Thickness with Magnetic Gauges or DT 7091-13 Standard Practice for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metals.
  - vii. Drying/Recoat Minimum and Maximum Times: All subsequent coatings shall be applied within the timeframe (minimum and maximum) listed on the drying schedule on the manufacturer's Product Data Sheet.

**SERVICE LEVELS:**

Contractor shall provide overhaul and repair services on various pump brands including, but not limited to, those in Exhibit B. Services specified herein shall be performed within manufacturer's Operation and Maintenance manual guidelines for the specific pump model. Services may be performed on the pump rotating assembly only or complete pump unit. The level of repair needed will be determined at the time of estimate.

**1. LEVEL 1 Overhaul and Repair:**

- i. Disassemble pump.
- ii. Clean and inspect all parts.
- iii. Install new sleeves, packing/mechanical seals, bearings, wear rings, O-rings and gaskets (as needed) regardless of existing conditions.
- iv. Pump/Motor operations test (test Stator windings with Megohmmeter and surge test with report)
- v. Reassemble and perform Hydrostatic pressure test or full load test as required by type of pump, run amp check and check bearings.
- vi. Prepare and re-paint unit(s) to a "like new" exterior appearance to OEM specifications.
- vii. Perform Vacuum Pressure Impregnation (VPI) on rewind motors five (5) horsepower and above. Standard dip and bake of all others.
- viii. Fasten separate metal tag (screw or rivet) metal plate with the Contractor's name, address, phone number and date of motor repair next to manufacturer's data plate.
  - a. **Any repairs required above Level 1:** Parts and labor must be itemized separately for Level 1 repairs and any repairs above a Level 1 repair must be approved by the County

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**2. LEVEL 2 Overhaul and Repair:**

- i. All pump repairs shall include Level 1 Service and Stator rewind plus:
- ii. Rewind Motor Stator. The minimum class of insulation shall be class "H" as specified by NEMA.
- iii. Upon completion and before delivery is taken on a motor overhaul or rewind, the motor or stator will be certified as surge comparison tested for winding condition and interrelationship. Include written test results and work orders with delivery ticket.
  - a. **Any repairs required above Level 2:** Parts and labor must be itemized separately from the Level 2 repair and any repairs above a Level 2 repair must be approved by the County

**3. Submersible Pump Overhaul and Repair:**

- i. Disassemble, clean and inspect all parts.
- ii. Mic and log all wear fit measurements.
- iii. Install new shaft sleeves, mechanical seals (packing lantern rings and packing gland), bearings, stationary (casing) wear rings, casing gaskets, lip seals and snap rings regardless of existing condition.
- iv. Clean, sandblast and apply coal tar or epoxy coating to the upper and lower casings.
- v. Reassemble rotating assembly in casing.
  - i. Provide suction and discharge flange gaskets.
  - ii. Install new piping all pump ancillary lines (i.e. flushing and packing).
  - iii. Test run pump and check vibration readings both before removal in the shop and after installation in the field and provide report.
- iv. Work with motor contractor to ensure efficacy of the repairs.
  - a. **Report shall include the following, without exception:**
    - i. Electrical testing report on stator and sensors.
    - ii. Check condition of oil.
    - iii. Check inspection port for water or oil.
    - iv. Remove volute and check wear rings and impeller condition.
    - v. Check condition of mechanical seals.
    - vi. Disassemble pump and record bearing housing and shaft fits.
    - vii. Check shaft or shaft sleeve for wear under seals.
    - viii. Check condition of cable seal entry and verify cable outer jacket is free of nicks or cuts.
    - ix. Clean, primer, and paint all parts, if applicable.
    - x. Clean and bake stator.
    - xi. Assemble pump.
    - xii. Perform final assembly test on stator and sensors.
    - xiii. Perform pressure test.
    - xiv. Test run pump dry, record voltage and amperage.

**4. Other Pump Overhaul and Repair:**

- 1. Remove pumps from site and return them to shop.
- 2. Disassemble, clean and inspect all parts.
- 3. Mic and log all wear fit measurements with pictures of before machining and or replacement.
- 4. Install new shaft sleeves, mechanical seals (packing lantern rings and packing gland for fire pumps), bearings, stationary (casing) wear rings, casing gaskets, lip seals, snap rings regardless of existing condition.
- 5. Clean, sandblast and paint upper and lower casing.



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6. Reassemble rotating assembly and dynamically balance.
  7. Reassemble rotating assembly in casing.
  8. Provide suction and discharge flange gaskets.
  9. Install new piping for flush lines.
  10. Reinstall pump on-site and laser align.
  11. Run test pump and check vibration readings both in the shop and after installation in the field and provide reports.
  12. Submit reports on laser alignment and vibration readings.
  13. Work with Motor Contractor to ensure efficacy of the repairs.
5. **Replacement in Lieu Of Repair:**
1. If as found condition is greater than 65% of replacement cost; Contractor shall provide cost of replacement pump and include a separate line for cost to dispose of old pump. Quotes for equipment replacement shall contain percentage discount rate off manufacturer's list price as quoted on Bid Submission Form. - Section F.
  2. The contractor shall, at the request of County, supply the original invoices for the materials used in the repairs. The contractor shall, at the County's request, return all parts which were replaced during the repair process.
    - i. **Replacement:** If a pump cannot be repaired, Contractor will notify County and will afford the County an opportunity to purchase a new pump, from Contractor at a competitive price. County may elect to purchase a new pump on the open market.
6. **Response Requirements:**
- i. Once a Work Assignment is received with a corresponding Pinellas County SharePoint Item number, the contractor will be authorized to, and is responsible for the pick-up and delivery of the pump(s) to all County facilities. A work order ticket as provided by the Contractor to acknowledge pick-up shall indicate the physical status of the pump(s), identify any part(s) that are being taken by the Contractor. The work ticket shall be signed by the Contractor and initialed by a County representative at the time and location of the pump(s) and part(s) pick-up. The Contractor must also furnish a copy of the receiving slip and warranty documents at the time and place of delivery.
  - ii. Unless otherwise specified at time of pick-up, the Contractor shall return the pump(s) and part(s) to the same location.
  - iii. Pump(s) and part(s) should be protected during transport by cover or wrap.
  - iv. Failure to respond to a service call within the designated time frames may be considered valid reason for cancellation of the contract. Should the Contractor does not comply within the stated time, the County reserves the right to call any qualified contractor to make necessary applications and Contractor shall pay for any additional charges incurred by the County for the services provided by any other qualified contractor.
  - v. Contractor shall provide a contact number for County to utilize for emergency pump repair issues day or night, 24 hours per day.
  - vi. Contractor is responsible for having any necessary equipment/cranes required to load pump(s) on Contractor's vehicle at time and location of pick-up and unload same from Contractor's vehicle upon return delivery. Pump should be protected during transport by cover or wrap.

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**7. Repair Time, Normal Services:**

- i. For services provided during Pinellas County normal business hours of Monday through Friday 8:00am to 5:00pm excluding Pinellas County Observed holidays, Contractor shall pick-up equipment within 48 hours of notification, provide an estimated time for repair and delivery back to the County within three (3) days after pick-up. Due to the type of equipment some of these pumps support, it is critical to have a backup source of service.
- ii. Should the Contractor not be able to complete all normal repairs or replacements within fifteen (15) workdays from the start of the job assignment, the Contractor may be deemed in default of the contract unless an extension of time is approved by the County in writing. Pumps will need to be delivered back to the County at no cost within 24 hours.
- iii. For emergency service, Contractor shall provide all documentation and gain approvals from County in order to return the equipment within seven (7) business days.

**8. Repair Time, Emergency Repairs:**

- i. For emergency work outside of Pinellas County Business hours as defined in Section 7(i), Contractor is to mobilize sufficient resources to begin corrective action within four (4) hours of notification by County of an emergency situation, provide an estimated time for repair and delivery back to the County within two (2) days after pick-up. Due to the type of equipment some of these pumps support, it is critical to have a backup source of service.
- ii. Should the Contractor not be able to complete all normal repairs or replacement within seven (7) days from the start of the job assignment, the Contractor may be deemed in default of the contract unless an extension of time is approved by the County in writing. Pumps will need to be delivered back to the County at no cost within 24 hours. Repair work is to proceed immediately thereafter, and without interruption, at a logical and professional pace until equipment can be placed back into service.

**9. Unspecified:**

Unspecified work is defined as services that may be required due to unexpected conditions or events similar to the scope of work. Unspecified work is not guaranteed and must be properly authorized by the County before performed and ordered solely at the discretion of the County. Unspecified funds stated are an estimate only and no guarantee is given or implied as to the amount that will be used during the contract period.

**D. REPORTING:**

1. Reports shall describe the scope of work in detail and shall be provided to the County within ten (10) days of the pump pickup date.
2. Reports shall include pump's as found condition, recommended scope of work to repair, final electrical testing of pump, and sensors, and a written quotation with work delineated by line item, to include the following:
  - i. A complete scope of work to repair the pump.
  - ii. All labor hours, by type, quantity, unit cost and extended cost.
  - iii. All materials listed by manufacturer and manufacturer part number, quantity, unit cost and extended cost.
  - iv. Total number of calendar days required to complete repairs after receipt of written order to proceed.

## SERVICES AGREEMENT

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**E. WARRANTY:**

1. All pump repairs and replacements, including material and workmanship, are to be warranted by the Contractor to operate within OEM design performance levels for a period of at least eighteen (18) months from the date of repair.
2. Any pumps failing to operate accordingly for the duration of the warranty period is to be repaired by the Contractor at no cost to the County, including any and all costs for parts and labor necessary to complete the repair.
3. All repaired pumps must produce essentially the same torque, speed, horsepower, efficiency, power factor and temperature characteristics as the original winding specification.
4. Parts and components offered under these specifications must be covered by the OEM warranty and the Contractor must provide County with the warranty paperwork upon completion of each repair/replacement delivery.
5. The Contractor shall warranty all pump repairs/replacements, including material and workmanship, to operate within OEM design perform levels for a period of at least eighteen (18) months from date of repair. Any pump which fails to operate accordingly for the duration of the warranty period shall be repaired by the contractor at no cost to the County, including pick-up and delivery, crane services, all parts and labor necessary to complete warranty repair. Parts and components offered under these specifications shall be covered by the OEM warranty and the contractor shall provide the County with the warranty paperwork after the completion of each repair upon delivery with invoice.

**F. WORK ORDER ESTIMATES:**

Estimates issued can be for individual jobs or multiple assignments. Estimates must include an itemized and detailed cost estimate breaking out recommended labor and materials separately. The purchase order shall be considered authorization to proceed with the repair. Work shall be completed within the time specified in the approved workorder, unless the County agrees to other arrangements.

Requests for additional compensation due to significant unforeseen conditions shall be addressed to the County in a written format for consideration, and approval must be received by County prior to work being performed. Failure to obtain pre-approval via revision to the original purchase order for the additional compensation may result in the invoice being returned or rejection of the additional cost.

- i. The work of this contract will be accomplished via County issued work order estimates for individual jobs or multiple assignments. The work order and purchase order shall be considered authorization to proceed with the repair
- ii. Work shall be completed within the time specified in the approved work order, unless the County agrees to other arrangements.
- iii. Requests for additional compensation due to significant unforeseen conditions shall be addressed to the County in a written/electronic format for consideration and approval prior to work being performed. Failure to obtain pre-approval for the additional compensation may result in the invoice being returned or adjusted downward to initial work order.

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**G. PRICING:**

1. All associated costs, including portal to portal travel time to any County location, shall be included in the unit pricing provided and include: pick-up, crane services, delivery, disassembly, inspections, condition report, failure analysis (if required), cleaning, dipping and baking of stator, all required testing, painting outside casing of pump with color to match County code, and reassembly.
2. Prices quoted are to be inclusive of all travel and delivery fees.
3. Contractor shall furnish a list outlining and providing detail of the unit cost for all pump repairs, including parts and labor.
4. For emergency motor repair services, the emergency repair hourly rate for labor will be applied to the total cost per unit pricing.
5. County reserves the right to obtain pump repair outside of this contract
6. MSRP documentation is to be provided with all invoices.
7. **Prices are to be F.O.B. Destination, Freight included, pick-up and delivery to location(s) within Pinellas County. (Actual delivery address shall be identified at time of order.)**

## SERVICES AGREEMENT

## EXHIBIT B

## CURRENT PUMP LIST

\*Note list is subject to change as equipment is replaced or repaired.

Plant	Location	Type	Model	H.P.	QTY.	Manufacturer
Dunn	Offsite	Vertical Turbine	24HX8	400	2	National, Peerless
Dunn	Offsite	Vertical Turbine	16HX8	200	2	Peerless
Dunn	Offsite	Vertical Turbine	12LD	60	1	Peerless
Dunn	Innbrook Pump Station	Vertical Turbine	M14 HX8-2	75	2	Peerless
Dunn	Belt Wash	Vertical Turbine	342A-8F	30	2	Aurora
Dunn	Inplant Pump Station	Vertical Turbine	7LB 3	30	3	Peerless
Dunn	RAS Pumps	Hydrostal Screw Centrifugal	F10K HD F25	40	3	Wemco
Dunn	WAS Pumps	Hydrostal Screw Centrifugal	4X4 D4K-HS-DOW	7.5	3	Wemco
Dunn	N. SHT Pumps	Progressive Cavity	1G063G1L CDQ	25	1	Liberty
Dunn	S. SHT Pumps	Progressive Cavity	2H173G1 CDQ AAA	25	1	Moyno
Dunn	Train 8 MGD IRP's	Internal Recycle Pump	7050	44	2	Flygt/Xylem
Dunn	Train 12 MGD IRP's	Internal Recycle Pump	7050	44	2	Flygt/Xylem
Dunn	Train 15 MGD IRP's	Internal Recycle Pump	7050	44	2	Flygt/Xylem
Dunn	Sub-Aerator Pumps	Aspirator pump	MTM03-15H.P.	15	6	Mass Transfer Systems
Dunn	Oldsmar Intertie	Split Case Horizontal	2800	200	4	FAIRBANKS MORSE SANDERS CO
Dunn	Pump Stations	Submersible	3152	20	23	Flygt/Xylem
Dunn	Pump Stations	Submersible	3152	20	11	Flygt/Xylem
Dunn	Pump Stations	Submersible	3152	20	10	Flygt/Xylem
Dunn	Pump Stations	Submersible	3153	20	11	Flygt/Xylem
Dunn	Pump Stations	Submersible	3152	15	3	Flygt/Xylem
Dunn	Pump Stations	Submersible	3152	15	2	Flygt/Xylem
Dunn	Pump Stations	Submersible	3153	15	6	Flygt/Xylem
Dunn	Pump Stations	Submersible	3140	15	1	Flygt/Xylem
Dunn	Pump Stations	Submersible	3140	15	2	Flygt/Xylem
Dunn	Pump Stations	Submersible	3127	10	6	Flygt/Xylem
Dunn	Pump Stations	Submersible	3127	10	61	Flygt/Xylem
Dunn	Pump Stations	Submersible	3127	7.5	27	Flygt/Xylem
Dunn	Pump Stations	Submersible	3101/02	5	78	Flygt/Xylem
Dunn	Pump Stations	Submersible	3083	3	56	Flygt/Xylem
Dunn	Pump Stations	Submersible	3102	3	2	Flygt/Xylem
Dunn	Pump Stations	Submersible	3083	3	4	Flygt/Xylem
Dunn	Pump Stations	Submersible	3152	23	2	Flygt/Xylem
Dunn	Pump Stations	Submersible	3053	45	2	Flygt/Xylem
Dunn	Pump Stations	Submersible	3201	47	2	Flygt/Xylem
Dunn	Pump Stations	Submersible	AF22	3	2	ABS
Dunn	Pump Stations	Submersible	AF30	4	2	ABS
Dunn	Pump Stations	Submersible	50DGU63.7	5	2	Ebara
Dunn	Pump Stations	Submersible	32DGFUG61.52	2	2	Ebara
Keller	Gulf Beach	Split Case Hor	323461	75	1	Peerless
Keller	Gulf Beach	Split Case Hor	323462	75	1	Peerless
Keller	Capri	Split Case Hor	5C-CO185435-01	125	1	Patterson
Keller	Capri	Split Case Hor	5C-CO185435-02	125	1	Patterson
Keller	Capri	Split Case Hor	5C-CO185435-03	125	1	Patterson
Keller	NBooster	Split Case Hor	5C-CO131164C-01	500	1	Patterson
Keller	NBooster	Split Case Hor	5C-CO131163C-03	500	1	Patterson
Keller	NBooster	Split Case Hor	5C-CO131163C-02	500	1	Patterson
Keller	NBooster	Split Case Hor	5C-C030131-01	800	1	Patterson
Keller	NBooster	Split Case Hor	5C-CO131164-01	800	1	Patterson
Keller	Keller	Vertical	9927063433-10	700	1	Peerless
Keller	Keller	Vertical	9927063433-10	700	1	Peerless
Keller	Keller	Vertical	9927063433-10	700	1	Peerless
Keller	Keller	Vertical	9927063433-10	700	1	Peerless
Keller	Logan	Split Case	366933	250	1	Flowserve
Keller	Logan	Split Case	366934	250	1	Flowserve
Keller	Logan	Split Case	366933	250	1	Flowserve
South Cross	SCWRF			2.0-3.4	6	ABS
South Cross	SCWRF			150	5	AURORA
South Cross	SCWRF			15	1	BARNES
South Cross	SCWRF			3	2	BELL & GOSSETT (ITT)
South Cross	SCWRF				3	BLUE WHITE
South Cross	SCWRF			350	2	BOWLER
South Cross	SCWRF			30	3	DISCFO
South Cross	SCWRF			5	2	FLO FAB SERIES 820
South Cross	SCWRF			75	2	FLOWAY
South Cross	SCWRF			2.0-250	472	FLYGT
South Cross	SCWRF			15	2	GOULD
South Cross	SCWRF			5.0-700	19	INGERSOLL-DRESSER
South Cross	SCWRF			34-43	7	KSB
South Cross	SCWRF			75-150	9	LAYNE & BOWLER
South Cross	SCWRF			3	1	LOBELINE
South Cross	SCWRF			2	6	MEYER
South Cross	SCWRF			10	2	PACO
South Cross	SCWRF			1.5	1	PEABODY
South Cross	SCWRF			20	2	PEERLESS
South Cross	SCWRF			0.3-0.73	6	PULSAFEEDER
South Cross	SCWRF				1	SEEPEX
South Cross	SCWRF			7.5	4	VAUGHN
South Cross	SCWRF			50-73		VERTILINE

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CURRENT PUMP LIST

South Cross	SCWRF			2.9-15	9	VOGELSANG
South Cross	SCWRF			3.0-50	28	WEMCO
South Cross	SCWRF				3	JESCO
Keller	PRE LEFT SKID		DX-300		1	JESCO
Keller	PRE LEFT SKID		DX-300		2	JESCO
Keller	PRE MIDDLE SKID		DX-300		3	JESCO
Keller	PRE MIDDLE SKID		DX-300		4	JESCO
Keller	POST RIGHT SKID		DX-160		1	JESCO
Keller	POST RIGHT SKID		DX-160		2	JESCO
Keller	POST RIGHT SKID		DX-160		3	JESCO
Keller	AMMONIA SHED		DX-76		1	JESCO
Keller	AMMONIA SHED		DX-76		2	JESCO
Keller	AMMONIA SHED		DX-76		3	JESCO
Keller	CAUSTIC SHED		DX-76		1	JESCO
Keller	CAUSTIC SHED		DX-76		2	JESCO
Keller	CAUSTIC SHED		DX-76		3	JESCO
Keller	BLEACH SHED		DX-160		1	JESCO
Keller	BLEACH SHED		DX-160		2	JESCO
Keller	BLEACH SHED		DX-160		3	JESCO
Keller	AMMONIA SHED		DX-76		1	JESCO
Keller	AMMONIA SHED		DX-76		2	JESCO
Keller	POLYMER BLD		S1CAH12035PVT0070UDD100C		1	PROMINENT
Keller	POLYMER BLD		S1CAH12035PVT0070UDD100C		2	PROMINENT
Keller	FLUORIDE		S1CBH10050PVT0070UD81010EN		1	PROMINENT
Keller	FLUORIDE		S1CBH10050PVT0070UD81010EN		2	PROMINENT
Keller	PRE RIGHT SKID		DDA12-10FCM-PVC/N/C-F-31U7U7BG		1	GRUNDFOS
Keller	PRE RIGHT SKID		EMPTY		2	GRUNDFOS
Keller	POST LEFT SKID		DDA12-10FCM-PVC/N/C-F-31U7U7BG		3	GRUNDFOS
Keller	POST LEFT SKID		DDA17-7FCM-PVC/N/C-F-31U7U7BG		4	GRUNDFOS
Keller	PRE LEFT SKID		DDA7.5-16FCM-PVC/N/C-F-31U7U7BG		1	GRUNDFOS
Keller	PRE LEFT SKID		DDA7.5-16FCM-PVC/N/C-F-31U7U7BG		2	GRUNDFOS
Keller	POST RIGHT SKID		DDA7.5-16FCM-PVC/N/C-F-31U7U7BG		3	GRUNDFOS
Keller	POST RIGHT SKID		DDA7.5-16FCM-PVC/N/C-F-31U7U7BG		4	GRUNDFOS
Keller	PRE LEFT SKID		DDA17-7FCM-PVC/N/C-F-31U7U7BG		1	GRUNDFOS
Keller	PRE LEFT SKID		DDA17-7FCM-PVC/N/C-F-31U7U7BG		2	GRUNDFOS
Keller	PRE LEFT SKID		DDA17-7FCM-PVC/N/C-F-31U7U7BG		3	GRUNDFOS
Keller	POST RIGHT SKID		DDA17-7FCM-PVC/N/C-F-31U7U7BG		4	GRUNDFOS
Keller	POST RIGHT SKID		DDA17-7FCM-PVC/N/C-F-31U7U7BG		5	GRUNDFOS
Keller	POST RIGHT SKID		DDA17-7FCM-PVC/N/C-F-31U7U7BG		6	GRUNDFOS
Keller	PRE LEFT SKID		0104P0010CAE11A21A		1	JESCO
Keller	PRE LEFT SKID		0104P0010CAE11A21A		2	JESCO
Keller	POST RIGHT SKID		0104P0010CAE11A21A		3	JESCO
Keller	POST RIGHT SKID		0104P0010CAE11A21A		4	JESCO
Keller	WAREHOUSE		E-160		1	JESCO
Keller	WAREHOUSE		DX-160		1	JESCO
Keller	WAREHOUSE		E-160		1	JESCO
Keller	WAREHOUSE		DX300		1	JESCO
Keller	WAREHOUSE		DX-160		1	JESCO
Keller	WAREHOUSE		DX-160		1	JESCO

## SERVICES AGREEMENT

## EXHIBIT C

## INSURANCE REQUIREMENTS

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

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

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Bidder shall email certificate that is compliant with the insurance requirements to Bryant Williams at [brwilliams@pinellascounty.org](mailto:brwilliams@pinellascounty.org). If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Bidder or their agent prior to the expiration date.
  - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Bidder of this requirement to provide notice.
  - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset

## SERVICES AGREEMENT

## EXHIBIT C

## INSURANCE REQUIREMENTS

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

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



SERVICES AGREEMENT

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

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

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. **No xcu or crane weight or boom exclusion**

Limits

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

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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EXHIBIT C  
INSURANCE REQUIREMENTS

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above: **No xcu or crane weight or boom exclusion.**

Limits

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

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

SERVICES AGREEMENT

EXHIBIT D

PAYMENT SCHEDULE

Description	Est. Annual Hours	Mader 16%	Mader 16%
Pump Repair - Shop Labor During Business Hours	10,000	1600	\$ 80,000.00
Pump Repair - Field Labor During Business Hours	7,500	1200	\$ 72,000.00
Pump Repair - Emergency Shop Labor	5,000	800	\$ 56,000.00
Pump Repair - Emergency Field Labor	5,000	800	\$ 64,000.00
Pump Inspection Fee Labor (if repair not performed)	5,000	800	\$ -
Crane Services Hourly Fee	25,000	4000	\$ 600,000.00

Group B. NEW PUMPS/ PARTS - All Inclusive Cost			
Description	Est. Annual Usage		
New Pumps	\$ 1,500,000.00	\$ 240,000.00	\$ 24,000.00
Parts	\$ 500,000.00	\$ 80,000.00	\$ 8,000.00
Five (5) Year Group B. Total			

BID SUMMARY		
Group A. PUMP REPAIRS Total Amount		\$ 872,000.00
Group B. NEW PUMPS/ PARTS Total Amount		\$ 32,000.00
Unspecified Funds	\$ 1,350,000.00	\$ 216,000.00
<b>Grand Total Bid Submittal</b>		<b>\$ 5,760,000.00</b>

<b>Total Award</b>	<b>\$ 5,760,000.00</b>
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## SERVICES AGREEMENT

## EXHIBIT E

## 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

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

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

## SERVICES AGREEMENT

## EXHIBIT F

## 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 F

## 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.