

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 14 day of January ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Bio-Tech Consulting, Inc. ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 178-0473-P ("RFP") for Environmental Planting, Monitoring & 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 I of the Florida Constitution, or other applicable law, including, but not limited to; data or information, 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 Ecological Service Unit Manager, Horticulture Manager or designee.

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

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

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

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

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

4. **Term of Agreement.**

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

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

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, 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.

C. Travel Expenses. (Select appropriate box.)

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

The County shall reimburse the Contractor the sum of not-to-exceed \$_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by_____.

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

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

as provided in Exhibit D attached hereto.

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

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 five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

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

12. Public Entities Crimes

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

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Ecological Services Unit Manager, Horticulture 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 Cardno, 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. (Select appropriate box.)

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

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

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

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

For County:

Attn: Brian Brown, Ecological Service Unit Manager
Public Works
22211 US HWY 19 N, Building I
Clearwater, FL 33765

Attn: Jim Wurster, Horticulture Manager
Parks and Conservation Resources
12520 Ulmerton Road
Largo, FL 33774

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

For Contractor:

Attn: David L. Sieg, Business Development
Bio-Tech Consulting, Inc.
3025 East South Street
Orlando, FL 32803

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; and during the term of this Agreement.

- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including all records, tracings, plans, specifications, maps, evaluations, reports, technical data, working papers 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.

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

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

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

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

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

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

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

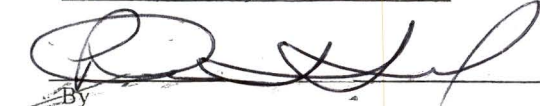
(Signature Page Follows)

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

PINELLAS COUNTY, FLORIDA


By and through its

Board of County Commissioners

By: 
Pat Gerard, Chair

Bio-Tech Consulting, Inc.

Name of Contractor

By: 
Signature
JOSEPH GALLETTI

Print Name

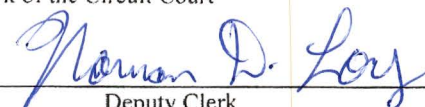
V.P.

Title

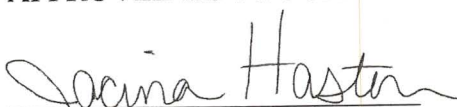
ATTEST:

Ken Burke,

Clerk of the Circuit Court

By: 
Deputy Clerk

APPROVED AS TO FORM



JACINA HASTON

OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A

STATEMENT OF WORK

A. SERVICES TO BE PERFORMED

Aquatic Plant Management Services may include ponds and other stormwater conveyances or may be more comprehensive in nature focused on the management and regulatory requirements of environmental mitigation areas.

Mitigation Services may include environmental planting, monitoring and maintenance services including an initial evaluation of existing plans, site preparation to remove undesirable species, purchasing, delivery and installation of quality suitable plants, and all materials and equipment necessary to satisfactorily plant and maintain the area along with permit reporting to the Southwest Florida Water Management District (SWFWMD) and/or other Agencies in accordance with permit conditions. Permit monitoring and reporting requirements could be ongoing for five (5) or more years or until sites are released from monitoring.

B. REQUIREMENTSService Level 1 - Aquatic Plant Management Services1) Site Preparation –

- a. The contractor shall effectively remove and dispose of the undesirable vegetative species, as directed by the County representative, and shall ensure that the presence of the undesirable vegetative species is contained at a level of five percent (5%) or less of total vegetation through mechanical, chemical, biological, and physical means.
- b. Mobilization to begin work on the project, including but not limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site(s), and for the establishment of safety equipment and first aid supplies and sanitary and other facilities as required.
- c. Undesirable species shall mean vegetation which is not conducive to or which inhibits or prevents the successful establishment of the desired vegetative community. Species classified as undesirable may include, but are not limited to, those plants listed in the current Florida Exotic Pest Plant Council's List of Invasive Species or as directed by the Pinellas County Representative. Maintenance of nuisance species control for stormwater facilities shall be accomplished in a manner consistent with their function, (i.e. it should not compromise the required littoral shelf vegetative coverage).
- d. The contractor shall cause the undesirable species, through physical removal, chemical treatment, or other means, to cease to exist in a living state within project area(s). Removal must be performed in a manner so as not to hinder the survival and growth of planted or naturally occurring desirable species. If chemicals are utilized (non-toxic to aquatic systems) proper selective herbicide procedures shall be used by registered aquatic applicators licensed in accordance with applicable laws/regulations/permits.
- e. Undesirable species and dead or decaying plants shall be removed from the ground within ten (10) days of their removal by the contractor and disposed in areas provided by the contractor.

Completion of the effective removal must be accomplished prior to any plant installation.

EXHIBIT A

STATEMENT OF WORK

Service Level 2 - Mitigation Areas1) Site Preparation -

- a. Removal and disposal of undesirable species as specified herein and as indicated in the plans. The contractor shall effectively remove the undesirable vegetative species and shall ensure that the presence of the undesirable vegetative species is contained at zero percent (0%) level until the start of environmental planting specified in this contract.
- b. Mobilization to begin work on the project, including but not limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site(s), and for the establishment of safety equipment and first aid supplies and sanitary and other facilities as required.
- c. Undesirable species shall mean vegetation which is not conducive to or which inhibits or prevents the successful establishment of the desired vegetative community. Species classified as undesirable may include, but are not limited to, those plants listed in the current Florida Exotic Pest Plant Council's List of Invasive Species or as directed by the Pinellas County Representative. Maintenance of nuisance species control for stormwater facilities shall be accomplished in a manner consistent with their function, (i.e. it should not compromise the required littoral shelf vegetative coverage).
- d. The contractor shall cause the undesirable species, through physical removal, chemical treatment, or other means, to cease to exist in a living state within project area(s). Removal must be performed in a manner so as not to hinder the survival and growth of planted or naturally occurring desirable species. If chemicals are utilized (non-toxic to aquatic systems) proper selective herbicide procedures shall be used by registered aquatic applicators licensed in accordance with applicable laws/regulations/permits.
- e. Undesirable species and dead or decaying plants shall be removed from the ground within ten (10) days of their removal by the contractor and disposed in areas provided by the contractor.
- f. Completion of the effective removal must be accomplished prior to any plant installation.

2) Environmental Planting –

- a. Participate in a pre-planting meeting to be held between Public Work's Ecological Service Unit Staff or Parks and Conservation Resources staff prior to the start of any work.
- b. Furnish and install all herbaceous plants, trees, and/or shrubs of the species, size, and quantity indicated in the design plans issued for each project.
- c. Furnish and apply all other material including water and such accessory items as may be required to facilitate the planting and establishment of all herbaceous plants, trees, and/or shrubs specified to be installed.
- d. Tree base protectors shall be placed around installed trees, if required. Tree protectors shall be constructed of spiral wound plastic sheathing to expand automatically with the tree's growth. Sheaths must extend vertically from the ground at the base of the trees to a minimum height of twelve inches (12"). Gaps in coverage shall be no greater than one-eighth (1/8") between wraps.
- e. Plants shall originate from the local geographic area of the United States Department of Agriculture (USDA) Plant Hardiness Zones 9a, 9b, 10a or as otherwise approved by the Pinellas County Representative.
- f. Begin plant installation within fifteen (15) days from completing removal of undesirable species, or an agreed to schedule approve by Pinellas County representative.

EXHIBIT A

STATEMENT OF WORK

- g. All herbaceous plants, trees, and/or shrubs are to be nursery grown, FLORIDA GRADE NO. 1 OR BETTER, or conform to the acceptable "Standards for Wetland Plants", as applicable and as provided in the latest edition of Florida Grades & Standards for Nursery Plants, Florida Department of Agriculture & Consumer Services. Herbaceous plants, trees, and/or shrubs shall be installed no later than twenty-four (24) hours after delivery to the site or provisions shall be made for keeping them shaded and watered.
- h. Subject to the availability of herbaceous plants, trees, and/or shrub species, certain substitutions may be allowed upon written approval from the Pinellas County Representative. Where such substitutions are requested by the contractor, the substitution shall be at no additional expense to the County. Requests for substitution should be submitted at the pre-planting meeting or in a manner that does not adversely affect the planting schedule.
- i. Plant material shall be installed at the soil depths at which it was originally grown. Substrate shall be watered and/or packed to eliminate air pockets.
- j. All trees and shrubs must be installed with the main trunk plumbed to vertical, with staking provided as necessary to ensure this. Material used to secure staking to the trunk must be flexible and allow for proper trunk taper development.
- k. Plant material must be inspected and accepted on site by the Pinellas County Representative prior to installation. Shipping invoices, delivery tickets, or other documentation which details species, quantities and sizes of material being installed must be provided at the time of inspection.

3) Environmental Maintenance –

- a. The contractor shall effectively remove undesirable species within the project area. At any time during the maintenance period, the contractor shall ensure that the presence of undesirable species is contained at the five percent (5%) or less level. Maintenance events shall be performed at the frequency necessary to ensure the specified levels of undesirable species.
- b. Furnish and install all herbaceous plants, trees, and/or shrubs, within the project area to maintain the survival levels specified herein.
- c. Furnish and apply all other material including water and such accessory items as may be required to facilitate the continued establishment and success of all herbaceous plants, trees, and/or shrubs specified to be maintained.
- d. Staking and associated ties are to be removed when the tree/shrub is capable of supporting itself in an upright position, generally one year after planting.
- e. Ensure that the survival level of all planted vegetation is maintained at ninety percent (90%) or greater, per site, during the maintenance period. Replanting of all herbaceous plants, trees, and/or shrubs shall conform to the requirements in the Environmental Planting section of this Agreement. A summary of replants installed shall be submitted to the Pinellas County Representative in the written maintenance report (Attachment A). The cost for replants shall be included in the price for Maintenance of Environmental Areas.
- f. Remove and properly dispose of trash and debris from within the entire project area during each maintenance activity.
- g. Perform the specified work in a manner that does not block or obstruct water flow into, through or out of the project area shown on the plans.

EXHIBIT A

STATEMENT OF WORK

- h. A written summary of maintenance activities shall be submitted to Department using a standard Maintenance Report form with each invoice. Invoicing for work completed shall be submitted for processing within thirty (30) days of completion.

4) Environmental Monitoring –

The work specified under this Section consists of all monitoring activities required to comply with the environmental permits of this Contract. Both Wetland #1 (required) and Wetland #2 (for credits) shall be included in the monitoring.

- a. The contractor shall furnish reports as follows:

- (1) Environmental Monitoring Reports in the format as shown in the issued permits directly to Department ten (10) days prior to the due date as specified in the USACOE and SWFWMD permit(s). A draft copy shall be provided to the Department for review and approval prior to finalization of the report. Upon acceptance and finalization, a copy of the report is to be provided to each relevant agency and to the Department. Copies of transmittal letters shall also be provided to the Pinellas County Representative.

A total of ten (10) reports may be required, consisting of:

- 1 Wetland Mitigation Completion Report
- 1 Time Zero Monitoring Report
- 1 Semi-Annual and 1 Annual Report for Year One
- 1 Semi-Annual and 1 Annual Report for Year Two
- 1 Semi-Annual and 1 Annual Report for Year Three
- 1 Annual Report for Year Four
- 1 Annual Report for Year Five

- (2) The above reports shall include the following support material where appropriate.

- (a) Videos, optional.
- (b) Photographs, required.
- (c) Field Notes, required

C. OTHER REQUIREMENTS -

- a. The contractor shall acknowledge that he has satisfied himself as to the nature and location of the work; the general and local conditions, including, but not restricted to those bearing upon transportation, disposal, handling, and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the confirmation and conditions of the ground; and the character of equipment and facilities needed to perform the work.
- b. The request to use herbicides shall include a Material Safety Data Sheet (MSDS) on the chemicals to be used, the intended location of use, and the method of application. The contractor or Sub-contractor shall possess any and all licenses mandated by the State of Florida, Department of Agricultural and Consumer Services concerning the use and/or application of herbicide. The MSDS and proof of those licenses must be provided if requested by the Pinellas County Representative prior to any application.
- c. Comply with all local, state and federal regulations concerning the application of all herbicides. Spraying shall be done at times when winds are low to avoid any chemical drift according to manufacturer's recommendations. The contractor will be responsible for any damage to County property or adjoining public or private property as a result of chemical drift and/or chemical spill. Public notification placard(s) shall be placed at all sites following herbicide applications.

EXHIBIT A

STATEMENT OF WORK

- d. All employees applying chemicals must be licensed in accordance with all federal, state and local licensing requirements. This person(s) shall be on-site during any application.

EXHIBIT B

INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** Contractor acknowledges and agrees that the services will be provided without any limitation on Contractor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Contractor's liability to any specified amount in the performance of the services. Contractor is deemed to have accepted and agreed to provide the services without any limitation on Contractor's liability that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the County reserves the right to declare its prohibition on any limitation on Contractor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Contractor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** Contractor acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Contractor's indemnification obligations in the Services Agreement or requires the County to indemnify and/or hold the Contractor harmless in any way related to the services. Contractor is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Contractor does not take exception to in its response. Notwithstanding any exceptions by Contractor, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**

Contractor 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 submittal being deemed non-responsive.

Contractor 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) Contractor 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) Contractor shall email certificate that is compliant with the insurance requirements to Lucy Nowacki to lnowacki@pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

EXHIBIT B

INSURANCE REQUIREMENTS

- 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 a Political subdivision of the State of Florida** 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.
- (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 Proposer 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 proposer 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.*
- (1) All subcontracts between Contractor 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 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

EXHIBIT B

INSURANCE REQUIREMENTS

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:
 - (3) 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 contract, 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.
 - (4) 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.
 - (5) 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.
 - (6) 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.
 - (7) All policies shall be written on a primary, non-contributory basis.
 - (8) 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.
 - (9) 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
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

EXHIBIT B

INSURANCE REQUIREMENTS

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

Limits

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

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer 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 Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

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

- (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.

EXHIBIT B

INSURANCE REQUIREMENTS

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.

EXHIBIT C

PAYMENT SCHEDULE

	UOM	PRICE
Level 1 - Aquatic Plant Management Services - Initial Site Maintenance -		
New Site - Manual Application	LABOR RATE PER HOUR	\$47.50
Existing Site - Manual Application	LABOR RATE PER HOUR	\$47.50
New Site - Chemical Application	LABOR RATE PER HOUR	\$90.00
Existing Site - Chemical Application	LABOR RATE PER HOUR	\$90.00
	TOTAL LABOR RATE - LEVEL 1	\$275.00
Level 2 - Environmental Mitigation Services initial Site Maintenance		
New Site - Manual Application	LABOR RATE PER HOUR	\$47.50
Existing Site - Manual Application	LABOR RATE PER HOUR	\$47.50
New Site - Chemical Application	LABOR RATE PER HOUR	\$90.00
Existing Site - Chemical Application	LABOR RATE PER HOUR	\$90.00
	TOTAL LABOR RATE - LEVEL 2	\$275.00
Regulatory Maintenance	Per Each Event	X
Environmental Reporting - (includes video, photograph, field notes) - Wetland Completion Report (WMD)		
1) Environmental Technician/Administrator	LABOR RATE PER HOUR	\$45.00
2) Environmental Scientist	LABOR RATE PER HOUR	\$60.00
3) Senior Environmental Scientist	LABOR RATE PER HOUR	\$90.00
4) Project Manager	LABOR RATE PER HOUR	\$90.00

EXHIBIT C

PAYMENT SCHEDULE

Wetland Semi Annual Report	LABOR RATE PER HOUR	
1) Environmental Technician/Administrator	LABOR RATE PER HOUR	\$45.00
2) Environmental Scientist	LABOR RATE PER HOUR	\$60.00
3) Senior Environmental Scientist	LABOR RATE PER HOUR	\$90.00
4) Project Manager	LABOR RATE PER HOUR	\$90.00
Time Zero Report (USACOE)	Each	
1) Environmental Technician/Administrator	LABOR RATE PER HOUR	\$45.00
2) Environmental Scientist	LABOR RATE PER HOUR	\$60.00
3) Senior Environmental Scientist	LABOR RATE PER HOUR	\$90.00
4) Project Manager	LABOR RATE PER HOUR	\$90.00
Annual Monitoring Report		
1) Environmental Technician/Administrator	LABOR RATE PER HOUR	\$45.00
2) Environmental Scientist	LABOR RATE PER HOUR	\$60.00
3) Senior Environmental Scientist	LABOR RATE PER HOUR	\$90.00
4) Project Manager	LABOR RATE PER HOUR	\$90.00
	TOTAL LABOR RATE - ENVIRONMENTAL REPORTING	\$1140.00
Environmental Planting – Complete Attachment A		
Percentage (%) Markup (Cost Plus)	20 %	

EXHIBIT D

PAYMENT SCHEDULE

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.

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.
- 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.