

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 20 day of October, 2012 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Icon Supply, Inc. d/b/a Icon Technologies, Tampa, FL (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 190-0341-B(JA) (“ITB”) for variable frequency drive replacement, maintenance, parts and repair services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Utilities Contracts Specialist 2.

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 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 the not-to-exceed sum of \$4,069,915.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein and per the hourly rates set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.
- C. Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- D. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein

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

6. Personnel.

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

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

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

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

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

B. County Default Provisions and Remedies of Contractor.

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

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

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

C. Termination for Convenience. Notwithstanding any other provision herein, the County or the Contractor may terminate this Agreement, without cause, by giving sixty (60) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

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

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

A. County Confidential Information. Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

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

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including

but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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

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

11. Compliance with Laws.

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

12. Public Entities Crimes

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

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit 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 – South Cross 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 Icon Supply, Inc. d/b/a Icon Technologies. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

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

B. Assignment. This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) day 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:
South Cross Wastewater Treatment Facility
Attn: Michael McRorey
Asst. WTF Manager
7401 54th Avenue North
St. Petersburg, FL 33709

For Contractor:
Icon Supply Inc. d/b/a Icon Technologies
Attn: Mark Tempest
P.O. Box 272423
Tampa, FL 33618

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

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, 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)

A handwritten signature in black ink, appearing to be 'M/T', is located in the bottom right corner of the page.

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

Pat Gerard

By

Pat Gerard, Chair

Icon Supply, Inc. d/b/a Icon Technologies

Name of Firm

By:

Mark Tempest

Signature

Mark Tempest

Print Name

Vice President

Title

ATTEST:

Ken Burke,

Clerk of the Circuit Court

By:

Richard Caputo

Deputy Clerk



APPROVED AS TO FORM

Jacina Haston

JACINA HASTON

OFFICE OF THE COUNTY ATTORNEY

M/T

EXHIBIT A

STATEMENT OF WORK

New Replacement Equipment/Parts:

1. All VFDs as listed in Attachment A and related parts when possible shall be new, first quality products meeting original equipment manufacturer (OEM) specifications.
2. New turn-key retrofit replacement VFD pricing is to be provided on the invoice demonstrating the current manufacturer's suggested retail price (MSRP) minus the discount percent (%) off for all replacement and/or new parts while the contract is in effect.

Preventative Maintenance:

This shall include partial disassembly, as required, to complete the specified work:

1. Contractor shall provide a minimum of a two (2) weeks advance notification to assure availability of access to equipment.
2. Shall consist of one (1) annual inspection per site, as determined by County, including:
 - a. Cleaning
 - b. Component testing
 - c. Retorquing:
 - i. internal power connections
 - ii. Field wiring termination points
 - d. Calibration
 - e. Tuning
3. Process shall be:
 - a. Vacuum out entire cabinet area. Clean interior / exterior cabinet & components
 - b. Use compressed, dry air to blow out entire drive
 - c. Using soft brush, clean all circuit boards & power devices
 - d. Clean cooling fins on all heat sinks, remove trapped dust
 - e. Visually inspect all components for any sign of deterioration or defective conditions
 - f. Check for any loose or dirty mechanical or electrical connections
 - g. Disassemble any dirty connections, clean and tighten all connections
 - h. Inspect all wiring for cracked or deteriorating insulation and repair
 - i. Tighten electrical high current carrying internal connections and external field wiring terminations
 - j. Inspect all high current carrying components
 - k. Calibrate process interface to standard set points
 - l. Calibration of voltage/hertz (v/Hz) set point
 - m. Verify, calibrate & document all software / analog settings
 - n. Check for "hot spots" using heat sensing equipment
 - o. Check for worn compression fittings
 - p. Capacitance check of direct current (D.C.) bus capacitors individually and report values
 - q. Check cooling fan for proper cubic feet per minute (CFM), operation, record direction of air flow, and lubricate
 - r. Check pump operation and insure proper pressure (if applicable)
 - s. Check all valves and alarms for proper flow and leak free operation
 - t. Inspect all flexible cooling lines and clamps
 - u. Disconnect motor leads from the drive and test dielectric strength, applying 1,000-volt between motor leads T1, T2 and T3 versus ground. Record megohm readings for final report.
 - v. Check for cracked or damaged insulation and repair, if necessary
 - w. Check all indicator lights and replace or repair, if necessary
 - x. Clean filters as required
 - y. Inspect and inventory all spare parts and advise of condition and/or replacement if necessary
 - z. Perform Variable Torque Load test
 - aa. Perform Heat Run test
 - bb. Contractor shall be responsible for returning all equipment to fully functional
 - cc. The preventative maintenance reports from the medium voltage drives shall be detailed enough to provide tracking data over time

EXHIBIT A

STATEMENT OF WORK

Repair:

1. In the event defective parts are discovered during preventative maintenance, Contractor is to provide County with an estimate for repair. Upon approval by County through a work order, technician will obtain and install all repair parts per OEM requirements. When available, factory-authorized on-hand inventory shall be used prior to ordering factory-supplied replacement parts. Approvals for repairs not to exceed \$2,000.00 may be given orally (in the event of emergency) or will be provided by County in writing.
2. Emergency service requests must be responded to within two (2) hours of County's initial telephone request and onsite response within two (2) hours thereafter.
3. Normal service hours shall be considered 7:00 a.m. EST to 3:30 p.m. EST Monday through Friday. Emergency service hours shall be considered from 3:31 p.m. EST to 6:59 a.m. EST.

Warranty:

Any unit that has had a maintenance repair within thirty (30) days and has a failure shall be re-inspected, at no charge to County. A required thirty (30) day warranty covers all preventative maintenance visits, repairs, labor and parts.

New parts shall be warrantied for a minimum of one (1) year.



ATTACHMENT "A"
INSURANCE REQUIREMENTS

ATTACHMENT "A"

Item#	LOCATION	TAG #	Volts / HP	MAGNETEK/ YASKAWA See Note	Contractor's Ability to repair or replace. Provide a Yes or No in all fields
1	Pump Station 1	VFD #1	20 HP	IQ-1000	Yes
2	Pump Station 1	VFD #2	20 HP	IQ-1000	Yes
3	Pump Station 8	VFD #1	100 HP	P-7	Yes
4	Pump Station 8	VFD #2	100 HP	P-7	Yes
5	Pump Station 15	VFD #1	60 HP	P-7	Yes
6	Pump Station 15	VFD #2	60 HP	P-7	Yes
7	Pump Station 16	VFD #1	250 HP	iQ1000	Yes
8	Pump Station 16	VFD #2	250 HP	iQ1000	Yes
9	Pump Station 16	VFD #3	250 HP	P-7	Yes
10	Pump Station 16	VFD #4	250 HP	iQ1000	Yes
11	Pump Station 16	VFD #5	250 HP	iQ1000	Yes
12	Pump Station 16	VFD #6	250 HP	iQ1000	Yes
13	Pump Station 020	VFD #1	20 HP	P-7	Yes
14	Pump Station 020	VFD #2	20 HP	P-7	Yes
15	Pump Station 21	VFD #1	20 HP	P-7	Yes
16	Pump Station 21	VFD #2	20 HP	P-7	Yes
17	Pump Station 22	VFD #1	60 HP	P-7	Yes
18	Pump Station 22	VFD #2	60 HP	P-7	Yes
19	Pump Station 23	VFD #1	20 HP	P-7	Yes
20	Pump Station 23	VFD #2	20HP	P-7	Yes
21	Pump Station 54	VFD #1	150 HP	GPD-515-G5	Yes
22	Pump Station 54	VFD #2	150 HP	GPD-515-G5	Yes
23	Pump Station 57	VFD #1	20HP	GPD-515-G5	Yes
24	Pump Station 57	VFD #2	20HP	GPD-515-G5	Yes
25	Pump Station 55	VFD #1	20HP	GPD-515-G5	Yes
26	Pump Station 55	VFD #2	20HP	GPD-515-G5	Yes
27	Pump Station 68	VFD #1	20HP	GPD-515-G5	Yes
28	Pump Station 68	VFD #2	20HP	GPD-515-G5	Yes
29	Pump Station 69	VFD #1	60HP	P7	Yes
30	Pump Station 69	VFD #2	60HP	P7	Yes
31	Pump Station 69	VFD #3	60HP	P7	Yes
32	Pump Station 070	VFD #1	60 HP	P7	Yes
33	Pump Station 079	VFD #2	60 HP	P7	Yes
34	Pump Station 079	VFD #3	60 HP	P7	Yes
35	Pump Station 081	VFD #1	20HP	GPD-515-G5	Yes
36	Pump Station 081	VFD #2	20HP	GPD-515-G5	Yes
37	Pump Station 095	VFD #1	50HP	P7	Yes
38	Pump Station 095	VFD #2	50HP	P7	Yes
39	Pump Station 102	VFD #1	20HP	GPD-515-G5	Yes
40	Pump Station 102	VFD #2	20HP	GPD-515-G5	Yes
41	Pump Station 105	VFD #1	20HP	GPD-515-G5	Yes
42	Pump Station 105	VFD #2	20HP	GPD-515-G5	Yes
43	Pump Station 106	VFD #1	50 HP	GPD-515-G5	Yes
44	Pump Station 106	VFD #2	50 HP	GPD-515-G5	Yes
45	Pump Station 106	VFD #3	50 HP	GPD-515-G5	Yes
46	Pump Station 111	VFD #1	30HP	GPD-515-G5	Yes
47	Pump Station 111	VFD #2	30HP	GPD-515-G5	Yes
48	Pump Station 114	VFD #1	30 HP	P7	Yes
49	Pump Station 114	VFD #2	30 HP	P7	Yes
50	Pump Station 118	VFD #1	100 HP	GPD-506-P7	Yes
51	Pump Station 118	VFD #2	100 HP	GPD-506-P7	Yes
52	Pump Station 123	VFD #1	20 HP	P7	Yes

Note: Most of the Yaskawa Models designated "P7" or P1000 are actually Yaskawa P7-iQ or P1000-iQ models. Several of the Yaskawa Models "GPD..." or "C13." have been upgraded to "iQ" models. Most of the 100HP and above models are ICON Technologies 12-pulse or 18-pulse designs. Service by other firms voids ICON warranty.

ATTACHMENT "A"
INSURANCE REQUIREMENTS

ATTACHMENT "A"

53	Pump Station 123	VFD #2	20 HP	P7	Yes
54	Pump Station 151	VFD #1	20HP	GPD-515-G5	Yes
55	Pump Station 151	VFD #2	20HP	GPD-515-G5	Yes
56	Pump Station 159	VFD #1	30 HP	GPD-506-P5	Yes
57	Pump Station 159	VFD #2	30 HP	GPD-506-P5	Yes
58	Pump Station 161	VFD #1	20HP	GPD-515-G5	Yes
59	Pump Station 161	VFD #2	20HP	GPD-515-G5	Yes
60	Pump Station 163	VFD #1	150 HP	GPD-506-B180	Yes
61	Pump Station 163	VFD #2	150 HP	GPD-506-B180	Yes
62	Pump Station 163	VFD #3	150 HP	GPD-506-B180	Yes
63	Pump Station 170	VFD #1	60 HP	GPD-506	Yes
64	Pump Station 170	VFD #2	60 HP	GPD-506	Yes
65	Pump Station 181	VFD #1	100 HP	GPD-506-P7	Yes
66	Pump Station 181	VFD #2	100 HP	GPD-506-P7	Yes
	LOCATION	TAG #	Volts / HP	MAGNETEK/ YASKAWA	
67	St. Pete Beach Reuse PS-570	VFD #1	75 HP	Type 1/Ser A	Yes
68	St. Pete Beach Reuse PS-570	VFD #2	75 HP	Type 1/Ser A	Yes
69	St. Pete Beach Reuse PS-570	VFD #3	75 HP	Type 1/Ser A	Yes
70	St. Pete Beach Reuse PS-570	VFD #4	75 HP	Type 1/Ser A	Yes
	LOCATION	TAG #	Volts / HP	MAGNETEK/ YASKAWA	
71	RCW Reuse High Service P304 & 303	VFD #2	350 HP	P7	Yes
	LOCATION SOUTH CROSS	TAG #	Volts / HP	MAGNETEK/ YASKAWA	
72	Filter Pumps	SIC0603	200 HP	C13-BJ0VCFM	Yes
73	Filter Pumps	SIC0604	200 HP	C13-BJ0VCFM	Yes
74	Filter Pumps	SIC0605	200 HP	C13-BJ0VCFM	Yes
75	Filter Pumps	SIC0606	200 HP	C13-BJ0VCFM	Yes
76	Filter Pumps	SIC0607	200 HP	C13-BJ0VCFM	Yes
77	Centrifuge #701	SIC0701	300 HP	CIMR-F-7U	Yes
78	Centrifuge #702	SIC0702	300 HP	CIMR-F-7U	Yes
79	Centrifuge #703	SIC0709	300 HP	CIMR-F-7U	Yes
80	RCW Peak Service Pump P305	SIC0305	700 HP	C13-HHPVCFMA	Yes
81	RCW Peak Service Pump P306	SIC0306	700 HP	C13-HHPVCFMA	Yes
82	RCW Peak Service Pump P307	SIC0307	700 HP	C13-HHPVCFMA	Yes
83	N. Train Return Activated Sludge Pump	SIC 5431	50 HP	C13-BD0VCFM	Yes
84	N. Train Return Activated Sludge Pump	SIC 5432	50 HP	C13-BD0VCFM	Yes
85	N. Train Return Activated Sludge Pump	SIC 5433	50 HP	C13-BD0VCFM	Yes
86	N. Train Return Activated Sludge Pump	SIC 5434	50 HP	C13-BD0VCFM	Yes
87	N. Train Return Activated Sludge Pump	SIC 5435	50 HP	C13-BD0VCFM	Yes
88	N. Mixed Liquor Recycle Pump	SIC5311	60 HP	C13-BD0VCFM	Yes
89	N. Mixed Liquor Recycle Pump	SIC5312	60 HP	C13-BD0VCFM	Yes
90	N. Mixed Liquor Recycle Pump	SIC5313	60 HP	C13-BD0VCFM	Yes
91	N. Mixed Liquor Recycle Pump	SIC5314	60 HP	C13-BD0VCFM	Yes
92	S. Train Return Waste Activated Sludge Pump	SIC2431	50 HP	C13-BD0VCFM	Yes
93	S. Train Return Waste Activated Sludge Pump	SIC2432	50 HP	C13-BD0VCFM	Yes
94	S. Train Return Waste Activated Sludge Pump	SIC2433	50 HP	C13-BD0VCFM	Yes
95	S. Train Return Waste Activated Sludge Pump	SIC2434	50 HP	C13-BD0VCFM	Yes
96	S. Train Return Waste Activated Sludge Pump	SIC2435	50 HP	C13-BD0VCFM	Yes
97	PS-501	VFD-0021	20 HP	IQ1000	Yes
98	PS-501	VFD-0022	20 HP	IQ1001	Yes
99	PS-501	VFD-0023	20 HP	IQ1002	Yes
100	PS-502	VFD-0221	30 HP	IQ1003	Yes
101	PS-502	VFD-0222	30 HP	IQ1004	Yes
102	PS-502	VFD-0223	30 HP	IQ1005	Yes
103	Influent Pump Station	VFD-0031	150 HP	GPD-505	Yes
104	Influent Pump Station	VFD-0032	150 HP	GPD-505	Yes
105	Influent Pump Station	VFD-0033	150 HP	GPD-505	Yes

Note: Most of the Yaskawa Models designated "P7" or P1000 are actually Yaskawa P7-iQ or P1000-iQ models. Several of the Yaskawa Models "GPD..." or "C13..." have been upgraded to "IQ" models. Most of the 100HP and above models are ICON Technologies 12-pulse or 18-pulse designs. Service by other firms voids ICON warranty.

ATTACHMENT "A"
INSURANCE REQUIREMENTS

ATTACHMENT "A"

106	Influent Pump Station	VFD-0041	150 HP	GPD-505	Yes
107	Influent Pump Station	VFD-0042	150 HP	GPD-505	Yes
108	Influent Pump Station	VFD-0043	150 HP	GPD-505	Yes
109	S. Mixed Liquor Recycle Pump	SIC2311	50 HP	C13-BC0VCFM	Yes
110	S. Mixed Liquor Recycle Pump	SIC2312	50 HP	C13-BC0VCFM	Yes
111	S. Mixed Liquor Recycle Pump	SIC2313	50 HP	C13-BC0VCFM	Yes
112	S. Mixed Liquor Recycle Pump	SIC2314	50 HP	C13-BC0VCFM	Yes
113	Aeration Blower Building	B511	600 HP	427001.01	Yes
114	Aeration Blower Building	SIC1406	600 HP	427001.01	Yes
115	Raw Sewage Pumps	SIC0031	200 HP	C13-BJ0VCFM	Yes
116	Raw Sewage Pumps	SIC0032	200 HP	C13-BJ0VCFM	Yes
117	Raw Sewage Pumps	SIC0033	200 HP	C13-BJ0VCFM	Yes
118	Raw Sewage Pumps	SIC0041	200 HP	C13-BJ0VCFM	Yes
119	Raw Sewage Pumps	SIC0042	200 HP	C13-BJ0VCFM	Yes
120	Raw Sewage Pumps	SIC0043	200 HP	C13-BJ0VCFM	Yes
121	Filter Pumps	SIC0601	200 HP	C13-BJ0VCFM	Yes
122	Filter Pumps	SIC0602	200 HP	C13-BJ0VCFM	Yes
LOCATION		TAG #	Volts / HP	MAGNETEK/ YASKAWA	
123	Effluent Transfer P201	VFD #1	150 HP	P7	Yes
124	Effluent Transfer P202	VFD #2	150 HP	P7	Yes
125	Effluent Transfer P203	VFD #3	150 HP	P7	Yes
126	Effluent Transfer P204	VFD #4	150 HP	P7	Yes
127	Effluent Transfer P205	VFD #5	150 HP	P7	Yes
LOCATION		TAG #	Volts / HP	MAGNETEK/ YASKAWA	
128	Tierra Verde Reuse	100	100 HP	GPD-505	Yes
129	Tierra Verde Reuse	100	100 HP	GPD-505	Yes
LOCATION		TAG #	Volts / HP	MAGNETEK/ YASKAWA	
130	Dunn Offsite bldg.	Offsite VFD #1	480V / 60 HP	F-7	Yes
131	Dunn Offsite bldg.	Offsite VFD #2	480V / 200 HP	F-7	Yes
132	Dunn Offsite bldg.	Offsite VFD #3	480V / 200 HP	F-7	Yes
133	Dunn Offsite bldg.	Offsite VFD #4	480V / 400 HP	F-7	Yes
134	Dunn Offsite bldg.	Offsite VFD #5	480V / 400 HP	F-7	Yes
LOCATION		TAG #	Volts / HP	MAGNETEK/ YASKAWA	
135	Dunn Press bldg. 2nd floor MCC	RAS VFD #1 (East)	480V / 40 HP	P-7	Yes
136	Dunn Press bldg. 2nd floor MCC	RAS VFD #2 (Stand-By)	480V / 40 HP	P-7	Yes
137	Dunn Press bldg. 2nd floor MCC	RAS VFD #3 (West)	480V / 40 HP	P-7	Yes
138	Dunn Press bldg. 2nd floor MCC	WAS VFD #1 (West)	480V / 7.5 HP	F-7	Yes
139	Dunn Press bldg. 2nd floor MCC	WAS VFD #2 (East)	480V / 7.5 HP	F-7	Yes
140	Dunn Press bldg. 2nd floor MCC	WAS VFD #3 (Stand-by)	480V / 7.5 HP	F-7	Yes
141	Dunn Press bldg. 2nd floor MCC	MOYNO VFD #1 (South)	480V / 25 HP	F-7	Yes
142	Dunn Press bldg. 2nd floor MCC	MOYNO VFD #2 (North)	480V / 25 HP	F-7	Yes
143	Dunn Press bldg. 2nd floor MCC	Polymer Pump #1	480V / 1.5 HP	F-7	Yes
144	Dunn Press bldg. 2nd floor MCC	Polymer Pump #2	480V / 1.5 HP	F-7	Yes
145	Dunn Press bldg. 2nd floor MCC	Polymer Pump #3	480V / 1.5 HP	F-7	Yes
LOCATION		TAG #	Volts / HP	MAGNETEK/ YASKAWA	
146	Dunn Press bldg. 3rd floor cat walk	Press North VFD	480V / 6 HP	P-7	Yes
147	Dunn Press bldg. 3rd floor cat walk	Press South VFD	480V / 6 HP	P-7	Yes
LOCATION		TAG #	Volts / HP	MAGNETEK/ YASKAWA	
148	Dunn Oldsmar Intertie bldg.	Intertie VFD #1	480 / 200 HP	P-7	Yes
149	Dunn Oldsmar Intertie bldg.	Intertie VFD #2	480 / 200 HP	P-7	Yes
150	Dunn Oldsmar Intertie bldg.	Intertie VFD #3	480 / 200 HP	P-7	Yes
151	Dunn Oldsmar Intertie bldg.	Intertie VFD #4	480 / 200 HP	P-7	Yes
LOCATION		TAG #	Volts / HP	MAGNETEK/ YASKAWA	
152	Dunn PS#312	VFD #1	230V / 3 HP	P-7	Yes
153	Dunn PS#312	VFD #2	230V / 3 HP	P-7	Yes
154	Dunn PS#319	VFD #1	230V / 5 HP	V1000	Yes

Note: Most of the Yaskawa Models designated "P7" or P1000 are actually Yaskawa P7-iQ or P1000-iQ models. Several of the Yaskawa Models "GPD..." or "C13..." have been upgraded to "iQ" models. Most of the 100HP and above models are ICON Technologies 12-pulse or 18-pulse designs. Service by other firms voids ICON warranty.

ATTACHMENT "A"
INSURANCE REQUIREMENTS

ATTACHMENT "A"

155	Dunn PS#319	VFD #2	230V / 5 HP	V1000	Yes
156	Dunn PS#349	VFD #1	230V / 3 HP	P-1000	Yes
157	Dunn PS#349	VFD #2	230V / 3 HP	P-1000	Yes
158	Dunn PS#371	VFD #1	480V / 20 HP	P-1000	Yes
159	Dunn PS#371	VFD #2	480V / 20 HP	P-1000	Yes
	LOCATION	TAG #	Volts / HP	MAGNETEK/ YASKAWA	
160	Dunn PS#392	VFD #1	480V / 20HP	P-7	Yes
161	Dunn PS#392	VFD #2	480V / 20 HP	P-1000	Yes
162	Dunn PS#393	VFD #1	480V / 47 HP	GPD 515/G5	Yes
163	Dunn PS#393	VFD #2	480V / 47 HP	GPD 515/G5	Yes
164	Dunn PS#393	VFD #3	480V / 47 HP	GPD 515/G5	Yes
165	Dunn PS#425	VFD #1	230V / 3 HP	P-7	Yes
166	Dunn PS#425	VFD #2	230V / 3 HP	P-7	Yes
167	Dunn PS#441	VFD #1	480V / 20 HP	P-7	Yes
168	Dunn PS#441	VFD #2	480V / 20 HP	P-7	Yes
169	Dunn PS#442	VFD #1	480V / 20 HP	P-7	Yes
170	Dunn PS#442	VFD #2	480V / 20 HP	P-7	Yes
171	Dunn PS#443	VFD #1	480V / 20 HP	P-1000	Yes
172	Dunn PS#443	VFD #2	480V / 20 HP	P-1000	Yes
173	Dunn PS#443	VFD #3	480V / 20 HP	P-1000	Yes
174	Dunn PS#444	VFD #1	230V / 5 HP	P-7	Yes
175	Dunn PS#444	VFD #2	230V / 5 HP	P-7	Yes
176	Dunn PS#446	VFD #1	230V / 3 HP	P-7	Yes
177	Dunn PS#446	VFD #2	230V / 3 HP	P-7	Yes
178	RDT 2ND Floor	Floc Mixer #1 S	480V/2 HP	IQ1000	Yes
179	RDT 2nd Floor	Drum #1 S	480V/3 HP	IQ1000	Yes
180	RDT 2nd Floor	Floc Mixer #2 N	480V/2 HP	IQ1000	Yes
181	RDT 2nd Floor	Drum #2 N	480V/3 HP	IQ1000	Yes
182	E. Fermentation	ChemScan Sample Pump	480V/5 HP	P-1000	Yes
183	E. Reaeration	ChemScan Sample Pump	480V/5 HP	P-1000	Yes
184	Sand Filter	ChemScan Sample Pump	480V/5 HP	P-1000	Yes
185	W. Fermentation	ChemScan Sample Pump	480V/5 HP	P-1000	Yes
186	W. Reaeration	ChemScan Sample Pump	480V/5 HP	P-1000	Yes
187	CCC	ChemScan Sample Pump	480V/5 HP	P-1000	Yes
188	Dunn In plant	Process Pump #1	480V/30 HP	P-1000	Yes
189	Dunn In plant	Process Pump #2	480V/30 HP	P-1000	Yes
190	Dunn In plant	Process Pump #3	480V/30 HP	P-1000	Yes
191	Headworks	Bar Screen #1	480V/1.5 HP	V-1000	Yes
192	Headworks	Bar Screen #2	480V/1.5 HP	V-1000	Yes
193	Headworks	Bar Screen #3	480V/1.5 HP	V-1000	Yes
194	Headworks	Bar Screen Compactor #1	480V/5 HP	V-1000	Yes
195	Headworks	Bar Screen Compactor #2	480V/5 HP	V-1000	Yes
196	Headworks	Bar Screen Compactor #3	480V/5 HP	V-1000	Yes
	SOUTH CROSS	TAG #	Volts / HP	YASKAWA	
197	Lift Station -1 Pump 631	VFD-1	/ 30 HP	454370.01	Yes
198	Lift Station -1 Pump 632	VFD-2	/ 30 HP	454370.01	Yes
199	Reuse Jockey Pump P301	VFD-1	75 HP	454371.01	Yes
200	Reuse Jockey Pump P302	VFD-2	75 HP	454371.01	Yes
201	Reuse High Service Pump P303	VFD-1	350 HP	454371.01	Yes
202	Reuse High Service Pump 304	VFD-2	350 HP	454371.01	Yes
	McKAY PUMP STATION	TAG #	Volts / HP	Yaskawa	
203	Sewage Duty Pump P103	VFD-3	/ 500 HP	427001.01	Yes
204	Sewage Duty Pump P104	VFD-4	/ 500 HP	427001.01	Yes
205	Sewage Duty Pump P105	VFD-5	/ 500 HP	454372.01	Yes
206	Reuse Pump P201	VFD-2	/ 400 HP	454372.01	Yes
207	Reuse Pump P202	VFD-3	/ 400 HP	454372.01	Yes

Note: Most of the Yaskawa Models designated "P7" or P1000 are actually Yaskawa P7-iQ or P1000-iQ models. Several of the Yaskawa Models "GPD..." or "C13." have been upgraded to "IQ" models. Most of the 100HP and above models are ICON Technologies 12-pulse or 18-pulse designs. Service by other firms voids ICON warranty.

ATTACHMENT "A"
INSURANCE REQUIREMENTS

ATTACHMENT "A"

208	Reuse Pump P203	VFD-4	/ 150 HP	454372.01	Yes
NORTH BOOSTER STN		TAG #	Volts / HP	Robicon	
209	Booster #1 Medium Voltage (4160 V)	Booster 1	4160 V / 500 HP	459774.02	No
210	Booster #2 Medium Voltage (4160 V)	Booster 2	4160 V / 500 HP	459774.01	No
211	Booster #3 Medium Voltage (4160 V)	Booster 3	4160 V / 500 HP	459774	No
212	Repump #1 Medium Voltage (4160V)	Repump 1	4160 V / 900 HP	459776	No
213	Repump #1 Medium Voltage (4160V)	Repump 2	4160 V / 800 HP	459775.00	No
Location		TAG #	Volts / HP	SQUARE D	
214	Pump Station 080	VFD-1	/ 100 HP	ALTIVAR	Yes
215	Pump Station 080	VFD-2	/ 100 HP	ALTIVAR	Yes
216	Pump Station 080	VFD-3	/ 100 HP	ALTIVAR	Yes
SK KELLER WTP		TAG #	Volts / HP	Yaskawa	
217	MEDIUM VOLTAGE(4160V)	HSP #1	4160V / 700 HP	4W13Z5436440001	Yes
218	MEDIUM VOLTAGE(4160V)	HSP# 2	4160V / 700 HP	4W13Z5436450001	Yes
219	MEDIUM VOLTAGE(4160V)	HSP #3	4160V / 700 HP	4W13Z5436670001	Yes
220	MEDIUM VOLTAGE(4160V)	HSP #4	4160V / 700 HP	4W13Z5436680001	Yes
GULF BEACH		TAG #	Volts / HP	Yaskawa P-1000	
221	Gulf Beach VFD Pump 1	VFD #1	480 V / 75 HP	GPD-505	Yes
222	Gulf Beach VFD Pump 2	VFD #2	480 V / 75 HP	GPD-505	Yes
LOGAN PUMP STN		TAG #	Volts / HP	Yaskawa	
223	Logan VFD Pump 1	VFD #1	480 V / 250 HP	GPD-505	Yes
224	Logan VFD Pump 2	VFD #2	480 V / 250 HP	GPD-505	Yes
225	Logan VFD Pump 3	VFD #3	480 V / 250 HP	GPD-505	Yes
226	Logan VFD Pump 4	VFD #4	480 V / 250 HP	GPD-505	Yes
CAPRI		TAG #	Volts / HP	Yaskawa	
227	Capri VFD Pump 1	VFD #1	480 V / 250 HP	GPD-505	Yes
228	Capri VFD Pump 2	VFD #2	480 V / 250 HP	GPD-505	Yes
229	Capri VFD Pump 3	VFD #3	480 V / 250 HP	GPD-505	Yes

Note: Most of the Yaskawa Models designated "P7" or P1000 are actually Yaskawa P7-iQ or P1000-iQ models.

Several of the Yaskawa Models "GPD..." or "C13..." have been upgraded to "IQ" models.

Most of the 100HP and above models are ICON Technologies 12-pulse or 18-pulse designs. Service by other firms voids ICON warranty.

EXHIBIT B

INSURANCE REQUIREMENTS

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.

- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Bidder or their agent prior to the expiration date.
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset 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.
- e) 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.
- f) 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.

EXHIBIT B

INSURANCE REQUIREMENTS

- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).
- h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

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

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

Limits

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

EXHIBIT B

INSURANCE REQUIREMENTS

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

Limits

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

- (4) 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 year1s after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

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

Limits

Per Claim or Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- (5) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

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

For acceptance of Cyber Risk Liability coverage included within another policy 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 Cyber Risk Liability and other coverage combined.

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

EXHIBIT C
PAYMENT SCHEDULE

190-0341-B(JA) Variable Frequency Drives - Replacement, Maintenance, Parts and Repair

Cost Comparison

Section F - Bid Submittal and Summary

DESCRIPTION	ANNUAL QTY	UNIT OF MEASURE	Icon Technologies		Icon Technologies		Icon Technologies		Icon Technologies		Icon Technologies		Icon Tech
			YEAR 1 RATE	YEAR 1 TOTAL	YEAR 2 RATE	YEAR 2 TOTAL	YEAR 3 RATE	YEAR 3 TOTAL	YEAR 4 RATE	YEAR 4 TOTAL	YEAR 5 RATE	YEAR 5 TOTAL	
Prices are to be inclusive of all costs:													
GROUP 1 (Magnetek/Yaskawa)	229	Preventative Maintenance Visits	\$460.00	\$105,340.00	\$460.00	\$105,340.00	\$500.00	\$114,500.00	\$500.00	\$114,500.00	\$500.00	\$114,500.00	\$554,180.00
Factory Certified Yaskawa Technician	2000	Hr	\$125.00	\$25,000.00	\$125.00	\$25,000.00	\$150.00	\$30,000.00	\$150.00	\$30,000.00	\$150.00	\$30,000.00	\$140,000.00
Factory Certified VFD Technician	2000	Hr	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GROUP 2 (Magnetek/Yaskawa) Medium Voltage	5	Preventative Maintenance Visits	\$3,600.00	\$18,000.00	\$3,600.00	\$18,000.00	\$4,000.00	\$20,000.00	\$4,000.00	\$20,000.00	\$4,500.00	\$22,500.00	\$98,500.00
Factory Certified Technician	200	Hr		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Factory Certified Yaskawa VFD Technician	200	Hr	\$275.00	\$55,000.00	\$275.00	\$55,000.00	\$300.00	\$60,000.00	\$300.00	\$60,000.00	\$300.00	\$60,000.00	\$290,000.00
GROUP 4 (Square D)	3	Preventative Maintenance Visits	\$460.00	\$1,380.00	\$460.00	\$1,380.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$7,260.00
Factory Certified Square D Technician	200	Hr	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Factory Certified VFD Technician	200	Hr	\$125.00	\$25,000.00	\$125.00	\$25,000.00	\$150.00	\$30,000.00	\$150.00	\$30,000.00	\$150.00	\$30,000.00	\$140,000.00
ESTIMATED ANNUAL LABOR - ONSITE REPAIRS	1000	Hr	\$125.00	\$125,000.00	\$125.00	\$125,000.00	\$150.00	\$150,000.00	\$150.00	\$150,000.00	\$150.00	\$150,000.00	\$700,000.00
ESTIMATED ANNUAL LABOR - EMERGENCY ONSITE REPAIRS	500	Hr	\$187.50	\$93,750.00	\$187.50	\$93,750.00	\$225.00	\$112,500.00	\$225.00	\$112,500.00	\$225.00	\$112,500.00	\$525,000.00

\$2,454,940.00

NEW EQUIPMENT AND PARTS CALCULATED BY PERCENTAGE DISCOUNT:

DESCRIPTION	UNIT OF MEASURE	Icon Technologies		Icon Technologies		Icon Technologies		Icon Technologies		Icon Technologies		Icon Tech
		YEAR 1 %	YEAR 1 TOTAL	YEAR 2 %	YEAR 2 TOTAL	YEAR 3 %	YEAR 3 TOTAL	YEAR 4 %	YEAR 4 TOTAL	YEAR 5 %	YEAR 5 TOTAL	
	Select Only One		\$426,500.00		\$263,000.00		\$300,000.00		\$336,000.00		\$367,000.00	
Estimated Annual Quantity for NEW EQUIPMENT	Cost Plus %											
YASKAWA ONLY	OR Percentage Discount	25.00%	\$319,875.00	25.00%	\$197,250.00	25.00%	\$225,000.00	25.00%	\$252,000.00	25.00%	\$275,250.00	\$1,269,375.00
	Select Only One		\$72,800.00		\$79,000.00		\$94,000.00		\$100,000.00		\$115,000.00	
Estmisted Annual Quantity for NEW PARTS	Cost Plus %											
YASKAWA ONLY	OR Percentage Discount	25.00%	\$54,600.00	25.00%	\$59,250.00	25.00%	\$70,500.00	25.00%	\$75,000.00	25.00%	\$86,250.00	\$345,600.00
ANNUAL TOTALS:			YEAR 1: \$374,475.00		YEAR 2: \$256,500.00		YEAR 3: \$295,500.00		YEAR 4: \$327,000.00		YEAR 5: \$361,500.00	\$1,614,975.00

GRAND TOTAL: \$4,069,915.00

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
 Pinellas County Board of County Commissioners
 P. O. Box 2438
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

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

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

ATTACHMENT "A"

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

ATTACHMENT "A"

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.

A handwritten signature in black ink, appearing to be 'M/T', is located in the bottom right corner of the page.