

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 12 day of March 2021 (“EffectiveDate”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Stolze Door Company DBA Overhead Door of Clearwater (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 21-0052-B(DG) (“ITB”) Overhead/Security Doors-Maintenance, Repair and Replacement services; and

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

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

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

1. Definitions.

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

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

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

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

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

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

3. Services.

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

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Contract Administration Coordinator or County Designee.

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

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

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

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

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

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on

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

B. Term Extension.

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

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 \$630,100.00 in the estimated average annual amount of \$126,020.00, 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.

The following municipalities are cooperative participants of this Tampa Bay Area Purchasing Cooperative (Cooperative) contract: City of Clearwater, City of Indian Rocks Beach, Town of Indian Shores, City of Oldsmar, City of Tarpon Springs. The Cooperative participants are responsible for the issuance of their own awards and funding in the not-to-exceed sum of \$76,620.00 for the sixty-month term. Services shall be completed and accepted for the Cooperative locations as provided in Exhibit A herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C.

The combined County and Cooperative not-to-exceed expenditure for the sixty-month term is \$706,720.00,

C. Travel Expenses.

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

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

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

as provided in Exhibit D attached hereto.

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

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 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 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 Holly Connor, Contract Administration Coordinator 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 Stolze Door Company DBA Overhead Door of Clearwater. 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) 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: Holly Connor
Contract Administration Coordinator
Department of Administrative Services,
Facilities and Real property Division,
Pinellas County
509 East Avenue South
Clearwater, FL 33756

For Contractor:

Attn: Stolze Door Company DBA Overhead
Door of Clearwater
Matt Bigelow
12855 A Daniels Dr,
Clearwater FL 33762
727-561-9090
matt@overheadclw.com

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, including reports 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

Stolze Door Company DBA
Overhead Door of Clearwater

County Administrator



By
Barry Burton

By: *Matt Bigelow*

Signature

Matt Bigelow

Print Name

Commercial Sales

Title

APPROVED AS TO FORM

By: *Jacina Parson*
By: _____
Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

A. OBJECTIVE:

This cooperative seeks to secure a contract to provide preventive maintenance, installation and repair services for manual and powered overhead doors as well as the purchase and installation of overhead/security doors to be provided on an as needed basis.

B. SCOPE OF WORK:

Work shall include all labor, tools, materials, equipment, permits, and facilities necessary to provide routine maintenance, new installation, repair and replacement of overhead doors, manual doors, and openers, at multiple facilities. Additional required services shall include scheduled preventive maintenance and inspection of manual and powered overhead/security doors at the locations specified. Pinellas County locations require preventive maintenance and inspection of manual and powered overhead/security semi-annually (every six months). Cooperative locations require preventive maintenance and inspection of manual and powered overhead/security at various frequencies (defer to Section F- Bid Summary attachment).

Due the nature of some locations, certain doors will only require repair services (refer to the Section F- Bid Submittal and Summary attachment for list of doors with description, size and quantity along with locations).

Installation, maintenance and repairs shall meet or exceed industry standards.

1. Preventive Maintenance Service:

The Contractor shall perform each of the applicable tasks below and all other operations as recommended by the door and/or manufacturer. Maintenance and inspections include but are not limited to the following:

- a. Inspect all doors for proper working condition.
- b. Clean, lubricate and adjust all rollers, springs, and controls, as needed.
- c. Adjust and test all door safeties, as needed.
- d. Adjust and align all rails, tracks, drive motors, tensioners, sheaves, belts and chains, as needed.
- e. Inspect general arrangement of door and mechanism mountings, guides, wind locks, anchor bolts, counterbalances, weather stripping, etc. Clean, tighten, and adjust as required.
- f. Operate with power from stop to stop and at intermediate positions.
- g. Observe performance of various components such as brake, limit switches, motor, gearbox, etc. clean and adjust as needed.
- h. Check operation of electric eye, treadle, or other operating devices. Clean and make adjustments.
- i. Check manual operations. Note brake releases, motor disengagement, functioning or hand pulls, chains sprockets, clutch, etc.
- j. Examine motor, starter, push button, etc.; blow out or vacuum, if needed.
- k. Inspect gear box, change or add oil as required.
- l. Perform required lubrication. Remove old or excess lubricant.
- m. Clean unit and mechanism thoroughly. Touch up paint where required.
- n. Clean up and remove all debris.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

2. Inspection Reporting:

The contractor's technicians shall document in writing the finding of each inspection and the preventive maintenance actions performed for each motorized door, motorized sliding door, sally port, fire door, and sign the report as certification of service provided.

The contractor's technicians shall sign in and out of the County's facilities. Reports are to be provided to the appropriate County site contact/facility manager no later than 3 (three) business days after inspection. Failure to do so may result in a non-payment of the invoice for the provided service.

Major deficiencies are defined as any condition affecting the safety of County personnel or public, inability of an overhead door to function reliably, inability of an overhead door to be shut and secured, as well as cracked, broken or missing window glass.

3. Repair Service Calls:

The contractor shall be required to respond (on site) within twenty-four (24) hours of notification to perform normal repairs or adjustments. Work shall be completed during standard working hours unless authorized by the site's facility manager. Failure to respond to a service call, within the designated time, may be considered valid cause for termination of this contract. In the event the contractor does not comply with this requirement, Pinellas County reserves the right to contact an alternate contractor for services.

The contractor shall submit a cost proposal for all issued repair service calls based on bid submittal labor rates and parts discount off MSRP. The cost proposal must be submitted within two (2) days after the contractor visits the site and scopes the work and must include the original state and condition found.

The contractor shall notify the County if it is determined to be less expensive to install a new door rather than refurbish the old door. A cost proposal for the new door including labor shall be submitted to the County.

The City of Clearwater requires the contractor to be available 24/7 including holidays with a response time of two (2) hours.

4. New Installation And Replacement Service:

The County reserves the right to seek competitive pricing on all work under this section at its own discretion, for any new installations or replacement that is deemed necessary to modernize, upgrade and bring the equipment up to the manufacturer's operating standards.

All work is to be performed during standard hours of operation.

5. Material Requirements:

Contractor is to furnish all consumable materials and replacement parts for this contract.

6. Tools And Equipment Requirements:

Contractor is required to own and/or lease its vehicles and all related tools required to complete all tasks that pertain to the scope of the contract. Service vehicle shall be readily stocked to respond to after hours and emergency service calls.

SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK**

All rental equipment such as 2 man-lift or oversized forklift, and additional materials must be pre-approved and must be the result of extenuating circumstances. This documentation (copy of rental receipt verifying price and quantity), along with site sign in/out verification sheet and a draft invoice clearly marked draft will be delivered to the county representative for review and approval. Contractor actual cost for such expenses, with no-mark-up, as a separate line item on the final invoice(s) submitted upon completion of the project.

7. Warranty:

The contractor and/or manufacturer shall fully warrant all equipment furnished under the conditions of this contract against defect in material and/or workmanship for a period of one year from the date of delivery/acceptance by the county representative. All material and/or equipment shall be warranted for one year or manufacturer's warranty, which is greater.

Should defects in material or workmanship, except normal wear and tear, appear during the above stated warranty period, the contractor shall repair or replace at no cost to the County, immediately upon written notice from the county representative. The contractor shall be responsible for either repairing the equipment on site or transport the equipment to its repair facility at no cost to the county and shall provide temporary equipment replacement if repairs exceed 5 (five) days.

The contractor shall provide a twelve (12) month extended warranty on new doors and operations longer than one year for no additional cost.

8. Unspecified:

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

9. Invoices:

The amount for repairs, new installation and replacement of doors to be reimbursed to the Contractor, are based on the total of actual receipts and invoices documenting a percent discount from manufacturer's list price for parts and replacement doors identified in the bid submittal. Documentation of costs in the form of the manufacturer's published list price shall accompany all invoices that show the discount off calculations.

C. REQUIREMENTS**1. STANDARD HOURS OF OPERATION:**

All work is to be performed during standard working hours. County standard working hours are Monday through Friday, 7:00 AM to 5:00 PM.

Non-standard working hours are Monday through Friday, 5:01 PM to 6:59 AM, weekends, and Pinellas County holidays. The contractor must provide a 24-hour point of contact for non-standard working hours.

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

All County work must be scheduled with the County site representative (listed on the Section F- BidSubmittal and Summary spreadsheet).

2. **AVAILABILITY AND RESPONSE TIMES:**

Contractor must respond and provide quote for emergency calls within two (2) hours and routine repair request within twenty-four (24) hours. New installations must begin within thirty (30) days of authorization by the Pinellas County representative.

If anticipated response time on new installation is expected to exceed thirty (30) days, facility manager approval must be obtained.

If the awarded contractor cannot provide repairs within the timeframes specified by the terms of this contract, the County reserves the right to utilize another contractor.

3. **SECURITY AND IDENTIFICATION REQUIREMENTS:**

All contractor employees are required to submit to a background check. The background check process shall be completed at least ten (10) days prior to the start of service. The contractor shall be responsible for all costs associated with the background checks. A valid driver license and Social Security card are required for completing the background check and obtaining security clearance. These security requirements are for Pinellas County only. The cooperative participants will provide any additional requirements for their own locations.

Step One – The contractor shall obtain a Level One Criminal History Records Check (FDLE Records Check) through the Florida Department of Law Enforcement (FDLE) for each assigned employee.

Step Two – The contractor shall submit the FDLE Records Check along with a copy of the driver's license, Social Security card and completed Sheriff's Office Security Clearance Application, for each employee, to the Facility Manager. The Pinellas County Sheriff's Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees.

Step Three – The Facility Manager will communicate the results of the Sheriff's Office review to the contractor.

A list of all assigned personnel, showing the employee's full name, address, telephone number, date and place of birth, and driver license number shall be submitted to the Facility Manager. This list is to be kept current by the contractor and promptly submitted to the Facility Manager at the beginning of each month

The contractor shall provide an updated FDLE Records Check for all personnel on an annual basis. The annual updates are to be sent to the respective Facility Manager for review by the Sheriff's Office. Background check updates shall remain on file at the contractor's location for three (3) years from the date of the last invoice. All contractor employees are required to wear picture identification (ID) badges, to be furnished by

SERVICES AGREEMENT

EXHIBIT A

PAYMENT SCHEDULE

Pinellas County for the various facility locations. The contractor shall make the employees available for photographs on a schedule to be worked out with the Facility Manager. Access to sites not managed by the Real Estate Management Department needs to be coordinated with the county site representative for the specific department.

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Bidder shall email certificate that is compliant with the insurance requirements to [Dustin Guinta at dguinta@pinellascounty.org](mailto:Dustin.Guinta@pinellascounty.org). If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Bidder or their agent prior to the expiration date.
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. 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.
- 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.

EXHIBIT B

INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

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

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

- 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

Lim

it Florida Statutory Employers' Liability Limits

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

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

Limits

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

- (3) 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

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

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

Pinellas County Board of County Commissioners Locations

BI-ANNUAL PREVENTIVE MAINTENANCE						
Item	Location	#of Doors	Unit Price per PM (per door)	Extended Price per PM	Frequency Five (5) Years	Total Five (5) Years
Group A Real Estate Management Northwest (North)						
1	Utilities Admin. Bldg. 14 S. Ft. Harrison, Clearwater	1	\$ 20.00	\$ 20.00	10	\$ 200.00
2	Operations- North District 4314 US Hwy 19A, Palm Harbor	2	\$ 20.00	\$ 40.00	10	\$ 400.00
3	440 Court St., Clearwater	1	\$ 20.00	\$ 20.00	10	\$ 200.00
4	315 Court St., Clearwater	3	\$ 20.00	\$ 60.00	10	\$ 600.00
5	Swisher Building 509 East Ave. S., Clearwater	4	\$ 20.00	\$ 80.00	10	\$ 800.00
6	Warehouse 303 Chestnut St., Clearwater	1	\$ 20.00	\$ 20.00	10	\$ 200.00
7	Operations - Central Maintenance 22211 US Hwy 19 N., Clearwater	17	\$ 20.00	\$ 340.00	10	\$ 3,400.00
GROUP A SUBTOTAL						\$ 5,800.00
Group B Real Estate Management Northwest (Mid)						
8	SAB 10750 Ulmerton Rd., Largo	15	\$ 20.00	\$ 300.00	10	\$ 3,000.00
9	Cooling Tower Yard	1	\$ 20.00	\$ 20.00	10	\$ 200.00
10	Emergency Management System 12490 Ulmerton Rd., Largo	35	\$ 20.00	\$ 700.00	10	\$ 7,000.00
11	Field Services 9837 Ulmerton Rd	2	\$ 20.00	\$ 40.00	10	\$ 400.00
12	Fleet Main and Body Shops 9685 Ulmerton Rd., Largo	29	\$ 20.00	\$ 580.00	10	\$ 5,800.00
13	Supervisor of Elections 13001 Starkey Rd., Largo	9	\$ 20.00	\$ 180.00	10	\$ 1,800.00
14	Medical Examiner's Building 10900 Ulmerton Rd., Largo	4	\$ 20.00	\$ 80.00	10	\$ 800.00
15	Gulf Coast Museum 12211 Walsingham Rd., Largo	1	\$ 20.00	\$ 20.00	10	\$ 200.00
GROUP B SUBTOTAL						\$ 19,200.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

Group C- Real Estate Management Southeast (Central)						
16	Operations- Mosquito Control 4100 118th Ave. N., St. Petersburg	12	\$ 20.00	\$ 240.00	10	\$ 2,400.00
17	Operations- Southeast District 3755 46th Ave. N., Lealman	5	\$ 20.00	\$ 100.00	10	\$ 1,000.00
18	Operations- Permitted Facilities Ma 4550 126th St. N., Clearwater	12	\$ 20.00	\$ 240.00	10	\$ 2,400.00
19	Sub-Fleet 14204 46th St. N., Clearwater	5	\$ 20.00	\$ 100.00	10	\$ 1,000.00
20	Justice Center 14250 49th St. N., Clearwater	18	\$ 20.00	\$ 360.00	10	\$ 3,600.00
21	Sheriff Tech 2 4707 145th Ave. N., Clearwater	1	\$ 20.00	\$ 20.00	10	\$ 200.00
22	Sheriff Tech 3 4645 145th Ave. N., Clearwater	2	\$ 20.00	\$ 40.00	10	\$ 400.00
23	Sheriff Hangar 15250 Spadco Dr. N., Clearwater	6	\$ 20.00	\$ 120.00	10	\$ 1,200.00
25	Records Retention 14155 49th St N., Clearwater	3	\$ 20.00	\$ 60.00	10	\$ 600.00
26	K9/Gun Range 11700 34th St. N., Clearwater	2	\$ 20.00	\$ 40.00	10	\$ 400.00
27	Weedon Island 1800 Weedon Blvd., St. Petersburg	2	\$ 20.00	\$ 40.00	10	\$ 400.00
GROUP D SUBTOTAL						\$ 3,200.00
Group D- Real Estate Management Southeast (South)						
28	Building B 545 1st Ave. n., St. Petersburg	3	\$ 20.00	\$ 60.00	10	\$ 600.00
GROUP E SUBTOTAL						\$ 600.00
Group E- Real Estate Management Detention						
29	Detention Facilities 14400 49th St. N., Clearwater	43	\$ 20.00	\$ 860.00	10	\$ 8,600.00
GROUP F SUBTOTAL						\$ 8,600.00
Group F- Real Estate Management- STAR Center						
30	STAR Center- All Buildings	44	\$ 20.00	\$ 880.00	10	\$ 8,800.00
GROUP G SUBTOTAL						\$ 8,800.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

Group G- Utilities						
31	North District General Maintenance 3900 Dunn Dr., Palm Harbor	6	\$ 20.00	\$ 120.00	10	\$ 1,200.00
32	South District General Maintenance 6730 142nd Ave N., Largo	11	\$ 20.00	\$ 220.00	10	\$ 2,200.00
33	Solid Waste 2929 109th Ave. N., St. Petersburg	16	\$ 20.00	\$ 320.00	10	\$ 3,200.00
34	Keller Water Treatment Plant 3655 Keller Circle, Tarpon Springs	5	\$ 20.00	\$ 100.00	10	\$ 1,000.00
35	Keller Connector Poly Building 3655 Keller Circle, Tarpon Springs	1	\$ 20.00	\$ 20.00	10	\$ 200.00
36	Oldsmar RCW 3120 Tampa Rd., Oldsmar	1	\$ 20.00	\$ 20.00	10	\$ 200.00
37	North Booster Station 27707 US Hwy 19N., Clearwater	1	\$ 20.00	\$ 20.00	10	\$ 200.00
38	Logan Station 1620 Ridge Rd., Largo	4	\$ 20.00	\$ 80.00	10	\$ 800.00
40	WE Dunn RCW Facility 4111 Dunn Dr., Palm Harbor	10	\$ 20.00	\$ 200.00	10	\$ 2,000.00
41	South Cross RCW Facility 7401 54th Ave. N., St. Petersburg	29	\$ 20.00	\$ 580.00	10	\$ 5,800.00
42	McKay Creek Pump Station 14800 Hamlin Blvd., Largo	1	\$ 20.00	\$ 20.00	10	\$ 200.00
GROUP H SUBTOTAL						\$ 17,000.00
Group H- St. Petersburg Clearwater International Airport						
43	Main Terminal 14700 Terminal Blvd., Clearwater	67	\$ 20.00	\$ 1,340.00	10	\$ 13,400.00
GROUP I SUBTOTAL						\$ 13,400.00
Total Bi-Annual Preventative Maintenance- Five (5) Years						\$ 76,600.00

Repairs, New Installation, and Replacement of Doors (Service/Parts)				
	Labor Rates per Hour for Repairs, Replacement and Installation of Doors	Estimated Hours Five (5) Year Period	Hourly Rate	Extended Price
	Labor rate per hour- Normal work hours are Monday-Friday, 7:00 AM to 5:00 PM	2000	75	\$ 150,000.00
	Labor Rate per hour- Emergency, Overtime, After Hours & Holidays	550	150	\$ 82,500.00
Total Repair, Replacement, and Installation Labor- Five (5) Years				\$ 232,500.00

Description	Estimated Five (5) Years Expenditure Total	Discount % Off Published MSRP Price List	Extended Price to County
Repair Parts	\$170,000.00	10.00%	\$153,000.00
Replacement Doors	\$120,000.00	10.00%	\$108,000.00
Total Repair Part and Replacement Doors- Five (5) Years			\$261,000.00

Pinellas County and Cooperative Grand Total

Pinellas County Board of County Commissioners	\$ 570,100.00
Unspecified	\$ 60,000.00
Cooperatives	\$ 76,620.00
Bid Grand Total	\$ 706,720.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

City of Clearwater Locations

LOCATION	# of Doors	Unit Price per PM (per door)	Extended Price per PM	Frequency Five (5) Years	Total Five (5) Years
AIR PARK - 1000 N HERCULES AVE	1	\$ 20.00	\$ 20.00	10	\$ 200.00
ARMORY - N MISSOURI AVE	1	\$ 20.00	\$ 20.00	10	\$ 200.00
ARMORY	1	\$ 20.00	\$ 20.00	10	\$ 200.00
BAREFOOT CONCESSION - 332 S GULFVIEW BLVD	1	\$ 20.00	\$ 20.00	10	\$ 200.00
BAREFOOT CONCESSION	1	\$ 20.00	\$ 20.00	10	\$ 200.00
BAREFOOT CONCESSION	1	\$ 20.00	\$ 20.00	10	\$ 200.00
BAREFOOT CONCESSION	1	\$ 20.00	\$ 20.00	10	\$ 200.00
BAREFOOT CONCESSION	1	\$ 20.00	\$ 20.00	10	\$ 200.00
BAREFOOT CONCESSION	1	\$ 20.00	\$ 20.00	10	\$ 200.00
BEACH MARINA - 23 CAUSEWAY BLVD	1	\$ 20.00	\$ 20.00	10	\$ 200.00
BEACH MARINA	1	\$ 20.00	\$ 20.00	10	\$ 200.00
CARPENTER - 651 COACHMAN	1	\$ 20.00	\$ 20.00	10	\$ 200.00
CARPENTER	1	\$ 20.00	\$ 20.00	10	\$ 200.00
CARPENTER	1	\$ 20.00	\$ 20.00	10	\$ 200.00
CARPENTER	1	\$ 20.00	\$ 20.00	10	\$ 200.00
CITY CEMETARY - 1300 MYRTLE AVE	1	\$ 20.00	\$ 20.00	10	\$ 200.00
CLEARWATER BCH P&R SHED - 13 BAY ESPLANADE	1	\$ 20.00	\$ 20.00	10	\$ 200.00
CLEARWATER BCH REC CENTER- 69 BAY ESPLANADE	1	\$ 20.00	\$ 20.00	10	\$ 200.00
COACHMAN PARK	1	\$ 20.00	\$ 20.00	10	\$ 200.00
COACHMAN PARK	1	\$ 20.00	\$ 20.00	10	\$ 200.00
COUNTRYSIDE PD - 2851 MCMULLEN BOOTH RD	1	\$ 20.00	\$ 20.00	10	\$ 200.00
COUNTRYSIDE PD	1	\$ 20.00	\$ 20.00	10	\$ 200.00
COUNTRYSIDE REC - 2640 SABAL SPRINGS	1	\$ 20.00	\$ 20.00	10	\$ 200.00
COUNTRYSIDE REC	1	\$ 20.00	\$ 20.00	10	\$ 200.00
COUNTRYSIDE REC	1	\$ 20.00	\$ 20.00	10	\$ 200.00
COUNTRYSIDE SPORTSPLEX - 3060 MCMULLEN BOOTH RD	1	\$ 20.00	\$ 20.00	10	\$ 200.00
COUNTRYSIDE SPORTSPLEX	1	\$ 20.00	\$ 20.00	10	\$ 200.00
COUNTRYSIDE SPORTSPLEX	1	\$ 20.00	\$ 20.00	10	\$ 200.00
COUNTRYSIDE SPORTSPLEX	1	\$ 20.00	\$ 20.00	10	\$ 200.00
ED WRIGHT PARK -1326 S MLK AVE	1	\$ 20.00	\$ 20.00	10	\$ 200.00
EDDIE C MOORE 1-4 - 3050 DREW ST	1	\$ 20.00	\$ 20.00	10	\$ 200.00
EDDIE C MOORE 1-4	1	\$ 20.00	\$ 20.00	10	\$ 200.00
EDDIE C MOORE 1-4	1	\$ 20.00	\$ 20.00	10	\$ 200.00
EDDIE C MOORE 1-4	1	\$ 20.00	\$ 20.00	10	\$ 200.00
EDDIE C MOORE 5-7 - 3050 DREW ST	1	\$ 20.00	\$ 20.00	10	\$ 200.00
EDDIE C MOORE 5-7	1	\$ 20.00	\$ 20.00	10	\$ 200.00
EDDIE C MOORE 5-7	1	\$ 20.00	\$ 20.00	10	\$ 200.00
EDDIE C MOORE 5-7	1	\$ 20.00	\$ 20.00	10	\$ 200.00
FIRE 44 - 930 GULF BLVD	1	\$ 20.00	\$ 20.00	10	\$ 200.00
FIRE 44	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 44	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 44	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 44	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 45 - 1140 COURT ST	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 45	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 45	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 45	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 45	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 45	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 45	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 45	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 45	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 45	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 45 OLD - 610 FRANKLIN ST	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 46	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 46	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 46	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 47 - 1460 LAKEVIEW RD	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 47	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 47	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 47	1	\$ 20.00	\$ 20.00	20	\$ 400.00
FIRE 47	1	\$ 20.00	\$ 20.00	20	\$ 400.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

City of Indian Rocks Beach Locations

Location	#of Doors	Unit Price per PM (per door)	Extended Price per PM	Frequency Five (5) Years	Total Five (5) Years
Indian Rocks Beach	5	\$ 20.00	\$ 100.00	5	\$ 500.00
City of Indian Rocks Beach Total					\$ 500.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE
Town of Indian Shores

Item	Location	#of Doors	Unit Price per PM (per door)	Extended Price per PM	5 year Frequency	Total Five (5) Years
Indian Shores Automatic Doors	19305 Gulf Boulevard	2	\$ 20.00	\$ 40.00	10	\$ 400.00
Indian Shores Manual Doors	19305 Gulf Boulevard	2	\$ 20.00	\$ 40.00	5	\$ 200.00
Town of Indian Shores Total						\$ 600.00

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

City of Oldsmar

Location	# of Doors	Unit Price Per PM (per door)	Extended Price Per PM	Five Year Frequency	Total Five (5) Years
MSC - 300 Commerce Blvd. Oldsmar, FL	12	\$ 20.00	\$ 240.00	10	\$ 2,400.00
MSC - 300 Commerce Blvd. Oldsmar, FL	4	\$ 20.00	\$ 80.00	5	\$ 400.00
Fire Station #54 - 225 Pine Ave N. Oldsmar, FL	6	\$ 20.00	\$ 120.00	10	\$ 1,200.00
Fire Station #54 - 225 Pine Ave N. Oldsmar, FL	2	\$ 20.00	\$ 40.00	5	\$ 200.00
ROWTP - 350 Commerce Blvd. Oldsmar, FL	6	\$ 20.00	\$ 120.00	5	\$ 600.00
RO Pump House - 350 Commerce Blvd. Oldsmar, FL	1	\$ 20.00	\$ 20.00	5	\$ 100.00
OSC Shed - 3120 Tampa Rd. Oldsmar, FL	2	\$ 20.00	\$ 40.00	5	\$ 200.00
OSC Bball Concession - 3120 Tampa Rd. Oldsmar, FL	2	\$ 20.00	\$ 40.00	5	\$ 200.00
OSC Bball Concession - 3120 Tampa Rd. Oldsmar, FL	1	\$ 20.00	\$ 20.00	5	\$ 100.00
OSC Bball Storage - 3120 Tampa Rd. Oldsmar, FL	1	\$ 20.00	\$ 20.00	5	\$ 100.00
OSC Fball Concession - 3120 Tampa Rd. Oldsmar, FL	6	\$ 20.00	\$ 120.00	5	\$ 600.00
OSC BMX Concession - 3120 Tampa Rd. Oldsmar, FL	3	\$ 20.00	\$ 60.00	5	\$ 300.00
WRF - 351 Lafayette Blvd. Oldsmar, FL	8	\$ 20.00	\$ 160.00	5	\$ 800.00
WRF - 351 Lafayette Blvd. Oldsmar, FL	2	\$ 20.00	\$ 40.00	5	\$ 200.00
City of Indian Shores Total					\$ 7,400.00

SERVICES AGREEMENT

EXHIBIT C

**PAYMENT SCHEDULE
City of Tarpon Springs**

Item	Location	#of Doors	Unit Price per PM (per door)	Extended Price per PM	Frequency Five (5) Years	Total Five (5) Years
Fire Dept Station 69	444 S. Huey Ave	6	\$ 20.00	\$ 120.00	12	\$ 1,440.00
Fire Dept Station 70	1025 Gulf Rd	4	\$ 20.00	\$ 80.00	8	\$ 640.00
Fire Dept Station 71	1600 L & R Industrial Blvd	6	\$ 20.00	\$ 120.00	12	\$ 1,440.00
City of Tarpon Springs Total						\$ 3,520.00

Cooperative Preventive Maintenance Totals	Five (5) Year Total
City of Clearwater	\$ 64,600.00
City of Indian Rocks Beach	\$ 500.00
Town of Indian Shores	\$ 600.00
City of Oldsmar	\$ 7,400.00
City of Tarpon Springs	\$ 3,520.00
Cooperative Grand Total for Five (5) Years	\$ 76,620.00

SERVICES AGREEMENT

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

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

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

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

INVOICE INFORMATION:

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

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

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

SERVICES AGREEMENT

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

SERVICES AGREEMENT

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.