

## AGREEMENT

25-0200-ITB

Emergency Storm Response Tanker and Pump Truck Services

This Agreement (the "agreement" or "contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and T Wayne Hill Trucking Inc whose primary address is 595 W Summerlin St, Bartlow, FL 33830 (hereinafter "CONTRACTOR") (jointly, the "Parties").

***NOW THEREFORE, the Parties agree as follows:***

### **A. Documents Comprising Agreement**

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. This Agreement
  - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
  - c. Solicitation Section 4, titled Special Conditions attached as Exhibit C.
  - d. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
  - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
  - f. Contractor's response to Solicitation Section 9, titled Pricing Proposal attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

### **B. Term**

1. The initial term of this Agreement is for Thirty-six (36) months from the Effective Date ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for Two (2), additional Twelve (12) month terms, or such other renewal terms agreed to by the Parties.

### **C. Expenditures Cap**

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not

exceed \$2,988,582.96 for the Contract Term without a written amendment to this Agreement.

2. In no event will annual expenditures exceed [\$] within any given fiscal year without a written amendment to the Agreement.

**D. Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

Pinellas County, a political subdivision of the  
State of Florida:

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Exhibit C – Special Conditions**

### **4.1. INTENT**

It is the intent of Pinellas County to establish an Agreement for Emergency Storm Response Tanker and Pump Truck Services to be ordered, as and when required.

### **4.3. PRICING/PERIOD OF CONTRACT**

Duration of the Agreement will be for a period of Thirty-Six (36) months with unit prices adjustable at Twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted between 90 to 120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90 to 120-day period above will not be considered.

### **4.4. TERM EXTENSION(S) OF CONTRACT**

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for Two (2) additional Twelve (12) month periods beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the Contractor's request for adjustment should be submitted at time of the extension request from the County, utilizing the

available index at the time of request. The Contractor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

#### **4.6. ORDERS**

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

#### **4.7. ASBESTOS MATERIALS**

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

#### **4.8. SERVICES**

***The terms below are applicable if the Solicitation includes the provision of SERVICES:***

- A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

#### **4.9. QUANTITIES**

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

## **Exhibit D – Insurance Requirements**

### **5.1. INSURANCE (General)**

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Contractor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 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 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 VIII or better.

### **5.2. INSURANCE (Requirements)**

- A. Submittals should include the Contractor's current Certificate(s) of Insurance. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Contractor for award, the selected Contractor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, 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).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- 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. 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 Contractor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Contractor or their agent prior to the expiration date.
1. Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Contractor of this requirement to provide notice.
  2. Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. If subcontracting is allowed under this Bid, the Primary Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. All subcontracts between the Contractor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
    - a. Require each Subcontractor to be bound to the Contractor to the same extent the Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
    - b. Provide for the assignment of the subcontracts from the Contractor to the County at the election of Owner upon termination of the Contract;
    - c. Provide that County will be an additional indemnified party of the subcontract;

- d. 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;
- e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
- f. Assign all warranties directly to the County; and
- g. Identify the County as an intended third-party beneficiary of the subcontract. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

F. 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.
- 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. All policies shall be written on a primary, non-contributory basis.

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:



### 5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

#### A. Limits

##### 1. Employers' Liability Limits Florida Statutory

a. Per Employee	\$ 500,000
b. Per Employee Disease	\$ 500,000
c. Policy Limit Disease	\$ 500,000

If Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

### 5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

#### A. Limits

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

### 5.5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE

To cover owned, hired, and non- owned vehicles. If the Contractor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis,

such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

A. Limit

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

**5.6. EXCESS OR UMBRELLA LIABILITY INSURANCE**

Excess of the primary coverage required, in paragraphs above. No explosion, collapse, or underground damage exclusions allowed.

A. Limits

- |                      |              |
|----------------------|--------------|
| 1. Each Occurrence   | \$ 1,000,000 |
| 2. General Aggregate | \$ 1,000,000 |

**5.7. POLLUTION LEGAL/ENVIRONMENTAL LEGAL LIABILITY INSURANCE**

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

- A. 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, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- B. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- C. Cost of Cleanup/Remediation.
- D. Limits

- |                            |              |
|----------------------------|--------------|
| 1. Per Claim or Occurrence | \$ 1,000,000 |
|----------------------------|--------------|

2. General Aggregate \$ 1,000,000

- E. For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

#### **5.8. PROPERTY INSURANCE**

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

## **Exhibit E – Scope of Work**

### **6.1. OBJECTIVE/JUSTIFICATION**

Pinellas County Utilities (PCU) seeks a contractor to provide, during emergency and non-emergency events, all management, supervision, labor and equipment (to include pump trucks and tractor trailer tankers) to pump and transport domestic wastewater from sanitary sewer pump stations, wastewater treatment facilities and collection systems located throughout the PCU service area to other designated points in the collection system or wastewater treatment facilities.

It is the intent of PCU to award this contract to multiple Contractors.

### **6.2. FEMA REQUIREMENTS**

Awarded Contractor may not be under a current or pending investigation for placement on the Federal Emergency Management Agency (FEMA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

**Proposers must complete and upload FEMA Requirements "Exhibit G Disclosure of Lobbying Activities" form.**

### **6.3. VEHICLE REQUIREMENTS**

- A. Contractor must have a minimum dedicated fleet of five (5) or more pump trucks and/or tractor trailer units for each group bid:

#### **Group 1 - MINIMUM PUMP TRUCK SPECIFICATIONS:**

- Pumper trucks shall have a minimum tank capacity of 4,000 gallons.
- Pumper trucks shall have a minimum of 1,000 CFM (cubic feet per minute) under load at 18" (Hg) vacuum.
- Pumper trucks shall have a minimum of a four inch (4") or maximum of six inch (6") camlock connection on both suction and discharge ports.
- Minimum 100' 4" or maximum of 6" self-contained bypass hose for filling and discharge.

#### **Group 2 - MINIMUM TRACTOR TRAILER TANKER SPECIFICATIONS:**

- Tractor Trailer tankers shall have a minimum tank capacity of 6,500 gallons.

- Tractor Trailer tankers shall have a minimum of a four-inch (4") or maximum of six inch (6") camlock connection on suction and discharge ports.
- Minimum 100' of 4" or maximum 6" self-contained bypass hose for filling and discharge.

**Group 3 - MINIMUM HIGH OUTPUT MOBILE PUMP SPECIFICATIONS:**

- High Output Mobile pump utilized to load tractor trailer tankers shall have a minimum output capacity of 4,000 GPM at 18' (Hg) suction head.
- High Output Mobile pump shall have dry-prime capability.

**Group 4 - MINIMUM JET-VAC TRUCK SPECIFICATIONS:**

- Jet-Vac Truck equipped with a minimum of 2,500 PSI @ 80 GPM max (pounds per square inch) water-cleaning device.
- Truck-mounted vacuum system that at a minimum, can remove sand and foreign debris at 3,800 CFM (cubic feet per minute) under load at 18" (Hg) vacuum.
- Jet hose must be a minimum of 1 inch in diameter and must be equipped with a sled to prevent the hose from traveling up a sewer lateral.

#### **6.4. MOBILIZATION/DEMOBILIZATION**

Mobilization and/or demobilization activities include, but are not limited to any required insurance, permits and any other pre-construction expenses necessary for the start of the work, excluding the cost of materials and labor included in the other pay items. Demobilization activities include, but are not limited to, site cleanup and restoration due to spills, termination and removal of temporary utility services; demolition and removal of temporary structures and facilities; restoration of Contractor's storage and staging areas; disposal of trash and rubbish and any other post-construction work necessary for the proper conclusion of the work.

#### **6.5. SAFETY & SECURITY**

- A. Emergency events may span over 24-Hour periods to several days. Contractor shall have adequate relief personnel to maintain continuous hauling without service interruptions while maintaining compliance within FDOT regulations.
- B. Due to environmental conditions at work sites, PCU recommends the Contractor offer Hepatitis B shots for all employees prior to the commencement of work at PCU sites.

- C. All employees performing work on this contract must speak and read English.
- D. Contractor employees may not grant access to any person or persons to any of the secured areas of the County.
- E. The Contractor shall provide the necessary training for Permit-Required Confined Space of its staff in accordance with OSHA 29 CFR 1910.146.

#### **6.6. PERMITTING**

- A. The Contractor shall be required to provide all associated approved Federal, State, and Local regulatory permits for all activities through the entire term of the contract. The successful bidder shall provide PCU evidence of agreement or valid leases for equipment operating permits, approval by the regulatory agency or agencies having jurisdiction over solid waste disposal and any other leases, licenses, or permits required in the execution of this contract. It is the bidder's responsibility to be familiar with the solid waste disposal requirements of all regulatory agencies having jurisdiction, and the bid submittal should reflect an amount sufficient to enable the bidder(s) to fully comply with all regulatory agency requirements. All necessary permits must be obtained and submitted to PCU prior to commencement of work, if needed. County personnel and authorized agents shall be permitted to inspect the Contractor's disposal site(s) at any time without prior notification to the Contractor.

#### **6.7. WORK ATTIRE**

- A. The Contractor will require all employees, including supervisors, to wear corporate uniform clothing for ready identification, and assure that every employee is in uniform prior to commencing work. Footwear shall be steel toe shoes or boots appropriate for industrial work. (No sandals, flip-flops, tennis shoes, sport shoes, etc.) The uniform must have the Contractor's name, easily identifiable, affixed in a permanent or semi-permanent manner such as a badge or monogram. Any color or color combination may be used for the uniforms. Contractor will be required to dress commensurate with the tasks being performed.

#### **6.8. CLEANUP**

- A. Contractor shall be responsible for the proper cleanup and removal of any spilled material during the removal and disposal operations detailed within this specification. Any spillage,

accidental or otherwise, that occurs onsite or offsite shall be the responsibility, including all related costs, of the contractor. Spills that occur due to hauling or pumping activity shall be cleaned and restored by the contractor. Site spills shall be immediately reported to PCU for regulatory reporting.

#### **6.9. DISPOSAL**

- A. WASTEWATER: After the performance of Wastewater Removal Services, the Contractor shall dispose of vehicle contents (wastewater materials) as directed by a Pinellas County representative. It is anticipated, but not guaranteed, that most of the pumped wastewater shall be returned to the service system at manholes or structures at wastewater plants.
- B. SAND AND FOREIGN MATERIALS: The Contractor shall be responsible for proper disposal of all sand, rags, grit and foreign material in accordance with all Local, State and Federal requirements and these materials shall not be introduced back into the service system. The County will not allow the Contractor to dispose of these materials at County sites removed in performance of this contract. The County will require evidence from the Contractor that identifies its third-party disposal site for the disposal of sand and foreign wastewater materials from countywide locations. The Contractor shall identify a Primary and Secondary (back-up) site that meets permitted disposal requirements. The County reserves the right to approve or reject the Contractor's primary and secondary (third party) disposal sites. The County will require documented evidence of the sand and foreign material disposal with any third parties utilized by the Contractor for disposal with this Contract. The location of the Contractor third party disposal site must be within one (1) hour driving time from Pinellas County.

#### **6.10. COMMUNICATION**

- A. The Contractor shall provide and maintain a means of direct communication allowing the PCU representative to communicate with the Contractor twenty-four hours a day, seven days a week. Prior to commencing any work, the Contractor shall furnish the PCU representative, the name, telephone number, facsimile number and e-mail address of its representative and the representative's back up for this Contract. It is the responsibility of the Contractor to report any and all changes of its representatives to the Pinellas County representative.

- B. During any County contracted work, the Contactor must have a manager or supervisor who is able to speak and read English.

#### **6.11. TYPES OF SERVICE**

- A. EMERGENCY: Emergency services require an on-site response, at any point, 24 hours a day, 365 days a year, throughout Pinellas County, within two (2) hours of receiving the call from staff requesting activation. A failure to meet this time requirement will deem the Contractor nonresponsive to this requirement and alternative Contractors will be implemented.
- B. STANDBY: In preparation for emergency events, PCU may request vehicles to be on standby status, ready for deployment. Standby vehicles must have assigned operators, all necessary equipment ready, and be able to be on site under emergency service requirements immediately upon notice of activation.

#### **6.12. DOCUMENTATION**

Contractor shall provide detailed documentation to the County at the time of invoicing. With each invoice submitted, the Contractor must provide the following at a minimum:

- Detailed timesheets for each Contractor employee (drivers and operators), including names, locations of service, and arrival/departure times.

Failure to submit required documentation may lead to delay in payment.

#### **6.13. PRICING**

- A. All-inclusive rate to include mobilization/demobilization and all other fees including overhead, profit, transportation, labor, travel, permits, etc.



## **Exhibit F – Pricing Proposal**

Insert contractor specific payment schedule