

## AGREEMENT FOR "PIGGYBACK" PURCHASE

### Contract Ref. #25-0101-PB Heavy and Light Duty Vehicles and Equipment

This Agreement ("Agreement") 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 Xylem Dewatering Solutions Inc. whose primary address is 202 Winston Creek Parkway, Lakeland, FL 33810-2866 ("Contractor") (jointly, the "Parties").

**WHEREAS**, the County is authorized to procure goods and services based on the contract terms and pricing received by other governmental competitive solicitation processes which are made available to local public procurement units; and

**WHEREAS**, following a competitive procurement process, Florida Sheriffs Association entered into Agreement FSA23-EQU21.0 for Equipment, effective October 1, 2023 through September 30, 2025 (the "FLORIDA SHERIFFS ASSOCIATION AGREEMENT"); and

**WHEREAS**, the County has elected to utilize resulting contract terms and pricing of the cooperative procurement or solicitation as reflected in the FLORIDA SHERIFFS ASSOCIATION AGREEMENT; and

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

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

**A. Documents Comprising Agreement.** The Agreement consists of this document including:

- 1. This Agreement including Exhibit A (Insurance requirements) and Exhibit B (Pricing Proposal)**
- 2. Exhibit C: Florida Sheriffs Association Agreement**

All terms and conditions of the FLORIDA SHERIFFS ASSOCIATION AGREEMENT, including Appendices, are incorporated herein as if set forth in full, except as modified herein. If there is a conflict between this document and the FLORIDA SHERIFFS ASSOCIATION AGREEMENT, this document will prevail.

- B. Term.** The initial term of this Agreement is effective from the Effective Date through September 30, 2025. The parties may extend this agreement in conjunction with any extensions made to the FLORIDA SHERIFFS ASSOCIATION AGREEMENT by a mutually agreed upon written amendment to this Agreement. If the parties desire to extend past the expiration date of the FLORIDA SHERIFFS ASSOCIATION AGREEMENT, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. The Agreement will not automatically renew.

- C. Expenditures Cap.** Payment and pricing terms for the initial and renewal terms are subject to the cost or fee schedule in Exhibit B. Notwithstanding the above, County expenditures under the Agreement will not exceed \$108,960.78 for the contract term without a written amendment to this Agreement.

**D. Modifications to the FLORIDA SHERIFFS ASSOCIATION Agreement.**

- 1. The County as the Contracting Party.** All references within the FLORIDA SHERIFFS ASSOCIATION AGREEMENT to the FLORIDA SHERIFFS ASSOCIATION will be interpreted as pertaining to the County. It is understood that wherever the words "FLORIDA SHERIFFS

ASSOCIATION” , “FSA”, “FSA CPP”, “Purchaser(s)”, “Participating agencies”, or other references to the FLORIDA SHERIFFS ASSOCIATION appear in the FLORIDA SHERIFFS ASSOCIATION AGREEMENT, they shall be read as “Pinellas County.” Any term in the FLORIDA SHERIFFS ASSOCIATION AGREEMENT that is applicable in law or fact solely to the FLORIDA SHERIFFS ASSOCIATION that cannot be reasonably applied to the County is severed from the Agreement, with no effect on the remaining terms.

2. **Insurance** The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in Exhibit A. The Contractor shall obtain, maintain, and require any subcontractor(s) to obtain and maintain, at all times during its performance of the Agreement in the amounts set forth in the noted exhibit. For Agreements with a Completed Operations exposure, Vendor 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.
3. **Paragraph 1.04 (Jurisdiction)** is revised to state that this Agreement and any and all purchases made hereunder 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.
4. **Paragraph 1.03 (Term of Contract)** is revised to clarify that, as between the County and Contractor, the “Effective Date” is the date listed above. Should the FLORIDA SHERIFFS ASSOCIATION Agreement terminate before the end of the term of the Agreement between the County and Contractor, all applicable terms of the conditions of the FLORIDA SHERIFFS ASSOCIATION AGREEMENT incorporated herein will remain in full force and effect.
5. **Paragraph 1.05 (Sheriff as County Constitutional Officer)** is intentionally omitted from the Agreement.
6. **Paragraph 1.06 (Funding)** is intentionally omitted from the Agreement.
7. **Paragraph 1.40 (Protests and Arbitration)** is intentionally omitted from the Agreement.
8. **Paragraph 1.45 (Contract Advertisement and Use of FSA Logo)** is intentionally omitted from the Agreement.
9. **Paragraph 2.03 (Insurance and Indemnification)** is intentionally omitted from the Agreement.
10. **Paragraph 3.24 (Administrative Fee)** is intentionally omitted from the Agreement.
11. **Paragraph 3.25 (Liquidated Damages)** is intentionally omitted from the Agreement.

#### E. Notices

1. Any notice or written communication pursuant to the terms of this Agreement must be delivered in person, by Certified Mail, Return Receipt Requested or private carrier

express mail, or emailed to the person or persons designated below. Notice will be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier. Either designated recipient will notify the other, in writing, if someone else is designated to receive notice.

County contact information:

Pinellas County

Attn: Thomas Russell

400 S. Fort Harrison, Suite 600

(727) 464-3154

torussell@pinellas.gov

#### **F. Fiscal Non-Funding**

1. 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 will be incurred by the COUNTY, or any department, beyond the monies budgeted and available for this purpose. In the event that sufficient budgeted funds are not available for a new fiscal period, COUNTY will notify the CONTRACTOR of such occurrence and the Agreement will terminate on the last day of the then-current fiscal period without penalty or expense to the COUNTY.

#### **G. Invoices**

1. Invoices (if applicable) must be submitted to the billing address indicated below, or electronically as permitted by the COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq.. The COUNTY will notify the CONTRACTOR in writing of a change in the billing address. Any invoices must reference a valid contract or purchase order number and must include reasonable detail and supporting documentation, as necessary, for a proper pre-audit and post-audit thereof, to comply with Florida Statutes. When the Agreement is terminated, all amounts due will be pro-rated.
2. Invoices (if applicable) must be submitted to:
  - a. Clerk of the Circuit Court and Comptroller
  - b. Attn: Finance Division / Accounts Payable
  - c. PO Box 2438
  - d. Clearwater, Florida 33757
  - e. Phone: 727-464-8300
  - f. Email: ClerkFinanceDivisionFixedAssets@mypinellasclerk.org

3. The CONTRACTOR will provide the COUNTY with a completed IRS Form W-9 upon execution of the Agreement.

#### **H. Refunds**

1. The CONTRACTOR will, without delay, provide a full refund to the COUNTY of any payments made, upon failure to timely and completely provide the Services for which the payments were made. At the end of the initial term, pricing may be adjusted based on mutual agreement of the Parties.

#### **I. Taxes**

1. The COUNTY is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7 and the Federal Excise Tax Exemption Number is 59-6000800. 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 the Agreement. Payments to County are subject to applicable Florida taxes, which will be the sole responsibility of CONTRACTOR.

#### **J. Travel Expenses**

1. No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

#### **K. Confidential Records, Public Records, and Audit**

##### **1. Audit**

The COUNTY reserves the right to conduct an audit of the CONTRACTOR's records related to this Agreement and any Products or Services provided hereunder, pursuant to Pinellas County Code, Chapter 2. The CONTRACTOR must retain any such records for five (5) years following Contract completion and must provide the COUNTY or their authorized representatives complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion. This provision does not entitle COUNTY to audit any records that are not related to the Agreement.

##### **2. Confidential Records & Information**

Each party will maintain as confidential any Confidential Records & Information, to the extent authorized by Federal and Florida law. Access to Confidential Records & Information will be limited by the Parties to only those employees or agents that must have access to comply with the terms of the Agreement.

##### **3. Cooperation with the Inspector General**

CONTRACTOR will fully cooperate with the Pinellas County Clerk of the Circuit Court's Inspector General in any investigation, audit, inspection, review, or hearing initiated by the Inspector General on behalf of the COUNTY that is associated with the administration or performance of the Agreement, including but not limited to providing timely access to records, authorizing

interviews of CONTRACTOR agents or employees, and responding to requests for information. CONTRACTOR will include and enforce this requirement in any subcontractor agreement.

#### **4. Public Records**

CONTRACTOR acknowledges that information and data it manages in relation to the Agreement may be public records in accordance with Chapter 119, Florida Statutes. 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 and regulations, including but not limited to 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. A CONTRACTOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

Upon request from the COUNTY's custodian of public records, CONTRACTOR will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

CONTRACTOR will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the contract, the CONTRACTOR will transfer to the COUNTY, at no cost, all public records in possession of the CONTRACTOR, or will keep and maintain public records as required by law. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**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 CUSTODIAN OF PUBLIC  
RECORDS, ADMINISTRATIVE SERVICES, AT**

**(727) 464-3341,**

**clerkinfo@mypinellasclerk.org**

**ATTN: PUBLIC RECORDS LIASON**

**315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756**

The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions

will not be construed to imply that the CONTRACTOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that CONTRACTOR is acting on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes. As stated above, CONTRACTOR may contact the COUNTY with questions regarding the application of the Public Records Law; however, CONTRACTOR is advised to seek independent legal counsel as to its legal obligations.

The COUNTY cannot provide CONTRACTOR advice regarding its legal rights or obligations.

#### **5. Right to Ownership**

All work created, originated and/or prepared by CONTRACTOR in performing Services including 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") will 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 will remain the sole property of the COUNTY.

### **L. Indemnification and Liability**

#### **1. 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the COUNTY.

#### **2. Liability**

Neither the COUNTY nor CONTRACTOR will 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 will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The COUNTY will 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.

**M. E-Verify**

CONTRACTOR and any subcontractor(s) must register with and use the E-verify system in accordance with Florida Statutes Section 448.095. A contractor and subcontractor may not enter into a contract with the COUNTY unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the COUNTY, CONTRACTOR, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statutes Section 448.09(1) will immediately terminate the contract with the person or entity. If the COUNTY has a good faith belief that a Subcontractor knowingly violated this provision, but the CONTRACTOR otherwise complied with this provision, the COUNTY will notify the CONTRACTOR and order that the CONTRACTOR immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. CONTRACTOR acknowledges upon termination of this agreement by the COUNTY for violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year.

CONTRACTOR acknowledges that CONTRACTOR is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.

CONTRACTOR or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts.

CONTRACTOR will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

**N. Independent CONTRACTOR status and compliance with the Immigration Reform and Control Act**

CONTRACTOR is and will 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 will be considered a material breach of the Agreement.

**O. Compliance with Laws**

The CONTRACTOR will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and all Products and Services furnished, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for immediate contract termination.

**P. Entirety**

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.

For CONTRACTOR:

Signature

Print Name & Title Brian Bixler - Branch Manager

Date December 19, 2024

For COUNTY:

Signature

Print Name & Title Brian Scott, Chair

Date February 11, 2025.

ATTEST: KEN BURKE, CLERK

By:



APPROVED AS TO FORM

By: Keiah Townsend  
Office of the County Attorney



## EXHIBIT A INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

### 1. **INSURANCE**

The 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, Vendor 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.

Vendor shall provide 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). **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 of the State of Florida 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.**

- A. 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. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor 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 Vendor of this requirement to provide notice.
  - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this RFP, the Vendor 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. All subcontracts between the Vendor 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 the Vendor to the same extent the Vendor 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.

## EXHIBIT A INSURANCE REQUIREMENTS

- 2) Provide for the assignment of the subcontracts from the Vendor 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.
  - 4) Provide a waiver of subrogation in favor of the County.
  - 5) Assign all warranties directly to the County.
  - 6) Identify the County as an intended third-party beneficiary of the subcontract. The Vendor 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 Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- C. 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 Vendor.
  - 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:

- 1) **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.

### Limits

| Employers' Liability Limits | Florida Statutory |
|-----------------------------|-------------------|
| Per Employee                | \$ 500,000        |
| Per Employee Disease        | \$ 500,000        |
| Policy Limit Disease        | \$ 500,000        |

If Vendor/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. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

## EXHIBIT A INSURANCE REQUIREMENTS

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

Limits

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

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

Limit

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

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

## EXHIBIT B - PRICING SCHEDULE

March 12, 2024

Mr. Greg Herremans  
Pinellas County  
Finance Div., Accounts Payable BOCC  
PO Box 2438  
Clearwater, FL 33757-2438

Phone: 727-582-3029  
Email: gherremans@pinellas.gov

**RE: CD225M-CS - FSA - FY 2025**  
**Sale Quotation 119032992**

Dear Mr. Herremans:

Thank for your interest in Xylem Dewatering Solutions Inc., and the products and services that we provide.

As requested, please see the attached sale quote for our CD225M Dri-Prime diesel pump with sound attenuated enclosure.

The Godwin Dri-Prime CD225M pump offers flow rates to 3,240 GPM and has the capability of handling solids up to 3.0" in diameter and is able to automatically prime to 28' of suction lift from dry.

The Critically Silenced unit is engineered from start to finish for quiet operation. The enclosure consists of 14 gauge sheet metal lined with 1" and 2" layers of polydamp acoustical sound deadening material. The engine is designed with a critical grade silenced muffler, silenced the priming exhaust, and isolated engine vibration to further reduce operating noise. Hinged, lockable doors provide convenient access to operating controls and service locations. Sound levels are approximately 69 dBA at 30 feet.

All pricing is based on the Florida Sheriff's Contract #FSA23-EQU21.0, Item #313. There are no delivery freight charges when utilizing the FSA Contract.

If you have any questions or require further information, please don't hesitate to contact me.

Sincerely,

Tyler Bixler  
Outside Sales Representative

TB / gy

**SALE QUOTATION**

| ITEM                   | QTY | DESCRIPTION   |
|------------------------|-----|---|
| <b>Contract Items:</b> |     |   |
| A                      | 1   | Dri-Prime CD225M Critically Silenced <ul style="list-style-type: none"> <li>• Sound Attenuated Enclosure</li> <li>• 8" 150# Flange Suction and Discharge</li> <li>• JCB TCAE-93 FT4 Diesel Engine</li> <li>• Includes PrimeGuard Engine Controller</li> <li>• Skid-mounted</li> </ul> |
| B                      | 1   | GL10 Drop In Trailer for <ul style="list-style-type: none"> <li>• CD225/JD4045HFC04 SAE</li> <li>• (10232)</li> </ul>   |
| C                      | 1   | PrimeGuard Float Set <ul style="list-style-type: none"> <li>• w/ 65' Mechanical Floats</li> </ul>   |

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All quotations are subject to credit approval. All prices quoted in US dollars.

**SALE QUOTATION**

| ITEM | QTY | DESCRIPTION |
|------|-----|-------------|
|------|-----|-------------|

Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.

**A signed copy of this Quotation is acceptable as a binding contract.**

|                         |                       |
|-------------------------|-----------------------|
| <b>Signature:</b>       | <b>Name:</b>          |
| <b>Company/Utility:</b> | <b>(PLEASE PRINT)</b> |
| <b>Address:</b>         | <b>Reference #:</b>   |
|                         | <b>Date:</b>          |
|                         | <b>Phone:</b>         |
|                         | <b>Email:</b>         |
|                         | <b>Fax:</b>           |

**NET LUMP SUM SALE TOTAL**

**\$ 99,055.25**

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All quotations are subject to credit approval. All prices quoted in US dollars.



*Quote Prepared For: Pinellas County*

*Date: 03/12/2024      Quote #156002324*

FLORIDA SHERIFF'S ASSOC., FLORIDA ASSOC. OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION  
 BID #: FSA23-EQU21.0  
 Item #: 313, 6 INCH MOBILE PUMP PACKAGE  
 EFFECTIVE: OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2025

|                               |   |   |           |                  |
|-------------------------------|---|---|-----------|------------------|
| BASE                          | BASE BID - Godwin CD150S 6" Isuzu FT4 Dri-Prime Diesel Pump-Trailer | 1 | 50,119.00 | 50,119.00        |
| ADD                           | Upgrade to CD225M-CS 8" FT4 JCB / Trailer                           | 1 | 48,447.04 | 48,447.04        |
| <b>CONTRACT PRICING TOTAL</b> |   |   |           | <b>98,566.04</b> |

|                         |                      |   |        |        |
|-------------------------|----------------------|---|--------|--------|
| CAPGMA005               | PrimeGuard Float Set | 1 | 489.21 | 489.21 |
| SUB TOTAL               |                      |   |        | 489.21 |
| SPECIFIED OPTIONS TOTAL |                      |   |        | 489.21 |

Xylem Dewatering Solutions / Godwin Pumps appreciates the opportunity to assist with the above quote per the Florida Sheriff's Association. We look forward to serving your needs throughout the future.

## **EXHIBIT C – Florida Sheriffs Association Agreement**

Contract documents available at link provided below.

[https://www.flsheriffs.org/uploads/Heavy\\_Equipment\\_Workshop\\_Packet\\_2023.pdf](https://www.flsheriffs.org/uploads/Heavy_Equipment_Workshop_Packet_2023.pdf)