

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and US Submergent Technologies LLC, (“Contractor”) (individually, “Party,” collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, the County requested proposals pursuant to Contract No. 21-0360-B ("ITB") for Grit Removal Services - Various services; and

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

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

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

#### 1. **Definitions.**

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

**B. “County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in this Standard Services Agreement, 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 the Assistant Wastewater Treatment Plant Manager.

**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.

Duration of the contract shall be for a period of sixty (60) 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 2%, whichever is less, for all Urban Consumers,

Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All Items, Base Period: 1982-84=100 for the twelve (12) months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment should be submitted four (4) months prior to contract anniversary date. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received after the annual contract anniversary date may not be considered.

**B. Term Extension.**

The Parties may extend the term of this Agreement for two (2) 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.

Term extensions will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All Items, Base Period: 1982-84=100 for the twelve (12) months prior.

**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 **\$2,076,220.00**, 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.

**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:

the designated person as set out in Section 18 herein;

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

accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

## 6. Personnel.

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

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

## 7. Termination.

### A. Contractor Default Provisions and Remedies of County.

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

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

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

### B. County Default Provisions and Remedies of Contractor.

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

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

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

**C. Termination for Convenience.** Notwithstanding any other provision herein, the County 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](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

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

**11. Compliance with Laws.**

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

**12. Public Entities Crimes**

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

**13. Liability and Insurance.**

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit **B**, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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

**15. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Assistant Wastewater Treatment Plant Manager or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *US Submergent Technologies LLC*. 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 any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

**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:  
Michael McRorey  
Assistant Wastewater Treatment Plant Manager  
7401 54th Ave North  
Largo Fl. 33771  
[mmcrorey@pinellascounty.org](mailto:mmcrorey@pinellascounty.org)

For Contractor:

Attn:  
Keith Sommers  
US Submergent Technologies LLC  
2153 Rayburn Street  
Orlando, FL 32824  
[ksommers@ussubmergent.com](mailto:ksommers@ussubmergent.com)

with a copy to:  
Merry Celeste  
Division Director of Purchasing and Risk Management  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33756  
[mceleste@pinellascounty.org](mailto:mceleste@pinellascounty.org)

#### **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, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

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

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

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



*conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

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

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

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

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

*(Signature Page Follows)*

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

PINELLAS COUNTY, FLORIDA  
By and through its  
Board of County Commissioners

By \_\_\_\_\_  
\_\_\_\_\_

ATTEST:  
Ken Burke,  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
By: Keiah Townsend  
Office of the County Attorney  
Office of the County Attorney

**US Submergent Technologies  
LLC**

\_\_\_\_\_  
Name of Firm  
By:   
Signature  
DENVER STURGES JR.  
Print Name  
CEO  
Title

**SERVICES AGREEMENT**

**EXHIBIT A**

**STATEMENT OF WORK**

**SPECIFICATIONS**

**A. INTENT**

A Pinellas County Utilities (PCU) contract for grit removal services at water and sewer treatment facilities or within the collection system on an as needed basis. Tanks may be drained and/or may not be drained as determined by the County

Potential areas for grit removal at the two (2) water reclamation treatment facilities and estimated volume of grit are shown in the table below. Actual grit amount in tanks may be greater or less than numbers shown. The service area collection system and pump stations are not included in the table, but are additional potential sites requiring grit removal.

<b>South Cross Bayou Water Reclamation Facility (SCBWRF) 7401 54<sup>th</sup> Avenue North, Saint Petersburg, Florida 33709</b>				
	Total Volume (gallons)	Total Surface Area (ft <sup>2</sup> )	Est. Grit Depth (ft.)	Est. Dry Tons (DT)
North Train Anoxic Tanks	1,458,800	16,200	1	650
South Train Anoxic Tanks	1,295,600	12,834	1	550
North Train Aeration Tanks	9,772,000	94,500	1	3,800
South Train Aeration Tanks	7,489,200	74,000	1	2,960
North Train Primary Clarifier	550,600	6,400	1	250
South Train Primary Clarifier	446,000	5,200	1	200
Sludge Holding Area	3,281,000	27,600	1	1200
Sludge Holding Tank	214,000	2,273	1	100
Storm Water Vault (Rainwater less tons)	1,000,000	10,000	1	75
<b>William E. Dunn Water Reclamation Facility (WEDWRF) 4111 Dunn Drive, Palm Harbor, Florida 34683</b>				
Two (2) Fermentation Tanks	760,000	6,400	0.75	200
Two (2) First Anoxic Tanks	1,690,000	14,230	0.75	450
Two (2) Oxidation Reactors (2 large trains these would be done live)	5,810,000	60,000	0.75	1,800
Two (2) Second Anoxic Tanks	1,880,000	15,800	0.75	500
Two (2) Re-aeration Basins (these would be done not drained)	220,000	1,850	0.75	56
Center Oxidation Ditch (1)	1,280,000	15,200	.75	0

<b>Additional locations throughout Pinellas County for the plants and associated collection systems.</b>				
Location to be provided as needed	10,000,000	100,000	2	3,800

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

Estimated dry tons are calculated based on the following formula:

$$(\text{Gallons}) * (8.34 \text{ lbs. /gallon}) * (\text{ton}/2000 \text{ lbs.}) * \% \text{ solids} = \text{DT}$$

Estimates in the table assume 80% solids, and numbers reflect rounded values.

**B. BACKGROUND:**

The tank contents are from municipal wastewater treatment plants. The mixture contains organic and inorganic solids, grit, oil, grease, scum, hair, plastics, rags, rag-like materials, silt, sand, stones, wood, brick, tools, metals, industrial solvents and other material normally found in tanks in a municipal wastewater treatment plant. Optimum operating pH is near neutral but may have varied at times from 4 to 11. The tanks may also contain methane, hydrogen, hydrogen sulfide, methyl mercaptans, and other toxic, explosive, and/or odorous gases, which should be monitored. The Contractor should anticipate thick hair mats and heavy concentrations of grit on the tank floors. Sampling and analysis of material removed shall be at the Contractor's expense. Copies of all testing, analysis, and reports, prepared by the Contractor or independent laboratories, will be provided to PCU. In the event the Contractor adds any material to the tank cleanings which causes the tank cleaning residuals to be considered hazardous, the Contractor will be responsible for all costs incurred to properly treat and dispose of the hazardous waste, as well as any liability arising therefrom, all at no additional cost to PCU.

PCU facilities have equipment in place to reduce grit accumulation in the treatment trains and collection systems, however, not all grit is captured in these systems. As grit accumulates in the treatment trains and collection systems, it commits aggressive wear and tear on downstream equipment and lowers the volume capacity of the tanks and pipes

When possible, PCU will transfer as much of the tank contents as possible prior to turning the tank over to the Contractor for cleaning. It should be noted that in some cases, grit removal will be necessary in tanks that cannot be taken off-line. In these cases, proper equipment and safety precautions must be available for grit removal to occur in 'live' tanks" to be defined as not drained. All work shall be scheduled with PCU to assure that the capability of the existing treatment plant to operate at the present level of treatment is not disrupted

**C. REQUIREMENTS:**

- 1) Contractor must have applicable proven experience in the business of providing grit removal services and shall provide, at pre-commencement meeting, a list of employees, including years of experience and any licensing and certifications received, who will be assigned to perform services.
- 2) Contractor shall provide, at pre-commencement meeting, written documentation substantiating the disposal facility it intends to use for this service is properly permitted and in compliance with Local, State and Federal regulations.
- 3) Contractor shall provide, with their bid submission a list of equipment to be used in the execution of the work detailed herein. This information shall be sufficient for the County to determine the suitability of the equipment to accomplish the work described herein. The County reserves the right to inspect the Awardees' place of business to ensure adequacy in these aforementioned items prior to the start of the award resulting from this inspection.
- 4) Contractor shall submit, at pre-commencement meeting, proof of employees certified in OSHA Confined Space Standard 29 CFR 190.146 for performing work in Confined Space Areas.

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

- 5) The Contractor must turn in documentation from tipping scales to demonstrate that removed grit has been disposed of properly.

**D. SCOPE:**

Services shall include all labor, material, equipment, and disposal fee for fulfillment of grit removal service, exclusive of mobilization and demobilization. Contractor shall be responsible for hauling and disposal of the material and compliance to all applicable regulations. The County will be charged based on dry tonnage, i.e., tonnage of grit disposed exclusive of water content. Dry tons may be calculated based on the formula in paragraph B, or by the following:

$$(\text{Total weight, tons} - \text{Tare weight, tons}) * \% \text{ solids} = \text{DT}$$

Contractor will be responsible for the removal of all grit, sand, sludge, rags, and vegetation, and the transportation and disposal costs of all removed material to the regulatory agency approved disposal site. The Contractor shall also supply all equipment such as pumps, hoses, cranes, bobcats, vehicles, trailers, etc., and any other material and/or supplies including personnel and manpower, deemed necessary to competently and safely perform these services. The Contractor shall be responsible for the loading, hauling, storage, processing as needed, testing, odor and noise control as may be necessary, and final disposal of all material removed from the tanks. The material may be processed on site or hauled as a liquid.

**E. CONTRACTOR REQUIREMENTS:**

- 1) Contractor shall low pressure wash clean and remove all grit contents of the tanks.
- 2) The Contractor will provide pumps, piping, hoses and other equipment required for the work and shall purge, contain, and treat all potentially hazardous gases prior to commencement of cleaning. Contractor shall provide equipment needed for proper ventilation as required with gas detection person protection equipment PPE and confined space in accordance with all Occupational Safety and Health Administration OSHA requirements as required.
- 3) Contractor shall provide all hoses, connections and equipment necessary to transfer reclaimed water to work site as needed.
- 4) The Contractor shall provide temporary portable generators or temporary utility power feed for power requirements.
- 5) The Contractor may use plant reclaimed water at no cost to the Contractor.
- 6) All spillage and leakage shall be immediately cleaned up by the Contractor.
- 7) The Contractor will provide support for inspection of interior of the cleaned tanks and complete all wall and seam repairs as needed.
- 8) The Contractor shall utilize mechanical dewatering, such as a belt filter press, centrifuge, or other County-approved process, to dewater all removed tank contents.
  - a. Contractor shall decant in areas as designated by the County.
  - b. Decanting shall be allowed on a case by case basis at the County's sole discretion
- 9) The filtrate flow from the dewatering process shall be delivered to tanks as directed by plant personnel.

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

- 10) Contractor is allowed to return filtrate from the dewatering process to the headworks of the plant only through written permission from the Owner. Contractor will coordinate with operations staff for location of discharge point.
  - c. Filtrate or other Contractor-generated waste streams returned to the plant shall not exceed the following parameters:
    - i. Total Daily Flow (MGD) 0.250 MGD Maximum
    - ii. Instantaneous Flow Rate (gpm) 300 GPM
    - iii. Total Suspended Solids (mg/L) 500 PPM
    - iv. pH (minimum/maximum) 6.0/8.5
  - d. Decant flow to the plant shall be de-gritted prior to discharge. The Contractor shall haul grit from the plant site.

**F. COUNTY REQUIREMENTS:**

- 1) PCU will supply reclaimed water access near the work area.
- 2) PCU will be responsible for re-sealing the tank upon completion.
- 3) Tank Cleaning - PCU will have transferred as much of the tank(s) contents as possible prior to turning over the tank(s) to the Contractor for cleaning. The volume of sludge remaining in the tank(s) for removal by the Contractor will be calculated by the Contractor and PCU representative based upon measurement of the tank grit surface elevation, with the resultant geometric volume determined from the drawings.
- 4) PCU will provide plant personnel to sample the filtrate discharge to monitor flow returned to the plant. Contractor to provide flow metering device.
- 5) Filtrate discharge samples will be analyzed by PCU. PCU will be the sole judge of whether the discharge complies with the quality constraints specified herein. It is recommended that the Contractor operate the dewatering system to achieve an average filtrate Total Suspended Solids (TSS) of 300 mg/L. If after analysis, the TSS (Total Suspended Solids) exceeds the maximum allowable concentration of 500 mg/L; the Contractor upon notification by PCU will cease operations until necessary adjustments are made to the dewatering process to bring the TSS concentration to at or below the maximum levels as determined from additional sampling. The Contractor shall modify operations to comply at all times.

**G. TANK CLEANINGS HAULING AND DISPOSAL:**

- 1) Prior to disposal, a representative sample analysis, performed by SCBWRF, WEDWRF, or an independent laboratory, must be performed to verify % solids of disposed grit.
- 2) The Contractor shall provide hauling services for disposal of tank cleanings. Hauling vehicles shall be watertight sealed container for hauling the dewatered tank cleanings or watertight tanker type trucks for hauling liquid tank cleanings. All open top trucks must be tarped before leaving the plant. All trucks will be marked so that clear identification by the public and County's staff is possible. The cost of hauling shall be included in the bid price.
- 3) All staging of Contractor's trucks or dewatered sludge storage containers shall be within the staging as defined by the County. The Contractor shall be responsible for all costs associated with traffic violations or other claims incurred as a result of hauling operations for the duration of the contract. This includes ensuring that all loads are within legal limits.

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

- 4) Tank cleanings shall be disposed of only in permitted sites. All sampling, testing, chemical analysis processing, or other requirements to meet specific permit requirements for disposal or other requirements shall be included in the contract price. The contractor shall submit a written description of the disposal method used along with all applicable permits and approvals.
- 5) The Contractor shall obtain all conditions, permits, and other requirements for disposal sites.
- 6) The Contractor shall not dispose of any tank cleanings in any sewer system, sewage pumping facility or sewage treatment facility.

**H. ODOR CONTROL:**

- 1) Odor control will be a mutual concern of PCU and the Contractor. In the event an odor problem occurs, a mutual determination shall be made as to the responsibility. The responsible party will take all necessary actions to abate the odor.
- 2) The Contractor shall enclose cleanings processes, contain potential odor emission sources, and treat foul air discharges to remove odors. Ventilation and treatment flow rates shall be as required to prevent odor emissions.
- 3) The Contractor shall indemnify the County for all fees, fines or other assessments or penalties levied upon the County by any and all local, state or federal agencies or jurisdictions, resulting from odor problems determined to be the responsibility of the Contractor, the Contractor's subcontractors, and/or the Contractor's or subcontractor's equipment and or processes. All such fees, fines or other assessments or penalties shall be forwarded by the County to the Contractor, and the Contractor shall pay such fees, fines or assessments or penalties within fifteen (15) calendar day of receipt from the County.

- I. MOBILIZATION/DEMOLITION** activities include but are not limited to any and all 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, 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.

**J. SAFETY:**

- a. The Contractor will be working in an area determined by OSHA regulations as a confined space. All work shall be in compliance with applicable OSHA regulations.
- b. Two continuous oxygen deficiency and lower explosive limit monitors shall be provided by the Contractor for each tank undergoing cleaning. The monitors shall be in operation at all times. If one unit fails, work may continue on the tank for a sufficient period of time to obtain a replacement unit but not more than 24 hours. If both units fail, all work shall stop inside the tank.
- c. Provide blower induced ventilation to meet the requirements of OSHA. The blowers shall be in operation at all times work is in progress inside the tank until the area no longer meets the criteria of a confined space. The contractor shall provide emergency air packs for the employees and inspectors

**K. PERMITTING:**

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

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 the County 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 the County 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.

**L. CLEANUP:**

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.

**M. SCHEDULE:**

1) Working Drawings: Working drawings are contractor-prepared plans for temporary structures and facilities. Working drawings for elements of work that may affect the safety of persons or property shall be certified by an engineer registered in the state of Florida. Calculations, as necessary, shall accompany working drawings. Submit copies as specified for shop drawings.

2) Outage Plans and Schedules: Outage plans and schedules are contractor-prepared documents for the step-by-step procedures to be followed by the Contractor when an outage of existing processes is required and schedule coordination is necessary. The Contractor shall schedule, organize, and execute his work with the maintenance supervisor and/or set up (using Outlook calendar" ie:) when the contractor plans to set up on the site or needs to stage equipment ahead of time in a manner that will assure the capability of the existing treatment plant to operate at the present level of continuous treatment. The plans shall include detailed sequences and the auxiliary (standby) equipment to be utilized during the outage including, but not limited to, pumps, generators, and other construction related equipment. The schedule shall include the best estimate, including worst case scenario on a day-to-day, hour-by-hour basis to accomplish the sequence.

3) Construction Schedule: Construction schedule, updated and submitted by Contractor, shall not show a completion date later than the contract time which shall be a maximum of sixty (60) continuous days. If Contractor believes he is entitled to an extension of the contract time, Contractor shall submit a separate schedule analysis (entitled "Requested Time Adjustment Schedule") to PCU with time change proposal. This separate schedule shall suggest adjustments in the contract time which should, in the opinion of Contractor, be made in accordance with the contract documents, due to conditions that have occurred or which are expected or contemplated by Contractor (whether such conditions are excusable under the Contract or are due to Contractor fault). This separate schedule shall be time-scaled utilizing a computer-generated and computer drawn network analysis schedule and shall be accompanied or preceded by a formal time extension request as required by the contract and a detailed narrative justifying the time extension requested. Extensions to the contract time shall be granted for only those delays which impact the critical path of the Contractor's Construction Schedule.



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

4) PCU review of submittal is for general conformance with the concept of the project and for general compliance with information given and requirements of the contract documents only, subject to the detailed requirements of the contract documents.

5) PCU review does not relieve the Contractor of obligation and responsibility to coordinate the work and plan the details of the work or fulfilling the purpose and intent of the contract. Review by PCU shall not be construed as relieving the Contractor of responsibility for the performance of work.

6). Copies of submittals which are returned to the Contractor and which are subject to approval will be marked with action notations (A), (AN), (D), (R), or (O), in which case the action so indicated shall be taken by the Contractor.

**(A) Approved**

**(AN) Approved as Noted**

**(D) Disapproved/Resubmit**

**(R) Returned**

**(O) Other**

7) Returned copies of submittals marked with either notation (A) or (AN) authorize Contractor to proceed with the work covered by such returned submittals, provided, that such work shall be subject to the comments, if any, shown on such returned copies.

8) Returned copies of submittals marked with notation (D), (R) or (O) shall be corrected as necessary and revised drawings shall be submitted in the same manner as before.

9) Returned copies of submittals marked with either notation (D), (R) or (O) shall be resubmitted by the Contractor not later than 21 days after date of transmittal by Owner of such copies of such submittals.

10) PCU reserves the right to require written confirmation from the Contractor that the comments placed on submittals stamped "Exceptions Noted" will actually be followed.

11). Not less than 21 days shall be allowed for the review of submittals, not including the time necessary for delivery or mailing, and shall cause no delay in the work. Extension of the Contract time will not be granted because of the Contractor's failure to make timely and correctly prepared and presented submittals with allowance for the checking and review periods.

**SERVICES AGREEMENT****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 **Bryant Jasper-Williams** at **brwilliams@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](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto: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](mailto: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

**SERVICES AGREEMENT****EXHIBIT B****INSURANCE REQUIREMENTS**

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.
- 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.

**SERVICES AGREEMENT**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

- (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).

- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

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

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

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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**SERVICES AGREEMENT**

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

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

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

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

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

**For herbicide and pesticide spraying operations only**, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

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

**SERVICES AGREEMENT**

**EXHIBIT C**

**PAYMENT SCHEDULE**

Grit Removal Services

Item	Location	Quantity Per Year	UOM	(ALL INCLUSIVE) Price Per Ton Per	
				Year	Extended Total
1	South Cross	500	Dry Ton	\$ 376.00	\$ 940,000.00
2	Dunn	70	Dry Ton	\$ 376.00	\$ 131,600.00
3	Mobilization/demobilization charge for each service total charge for both.	40	Each	\$ 2,800.00	\$ 560,000.00
4	Hours per driver	500	Hour	\$ 50.00	\$ 125,000.00
Subtotal					\$ 1,756,600.00

Tank Repairs

Item	Service	Estimated Quantity Per Year	UOM	(ALL INCLUSIVE) TOTAL Price per	
				UOM per year	Extended Total
5	Labor For Repairs of Tank Walls & Seams	300	Hour	\$ 85.00	\$ 127,500.00
Subtotal					\$ 127,500.00

Material

Item	Material	Annual	Cost + % Markup	Annual Total	Extended Total
		6	Materials Cost	\$5,000	20%

Pipe Repairs

Item #	Pipe Descriptions	UOM	Estimate LF Repair Per Year	Price for 500 LF or less	Price for 501 LF to 2,500 LF or less	Price for 2,500 LF to 5,000 LF or less	Price for 5,001 LF to 10,000 LF or less	Price for 20,000 LF or less	Price for 20,001 LF or more	Average of prices	Extended Price
7	1 1/2" or 2" diameter	LF	300	\$ 20.93	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 9.68	\$ 14,520.00
8	3" diameter	LF	300	\$ 20.93	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 9.68	\$ 14,520.00
9	4" diameter	LF	300	\$ 20.93	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 9.68	\$ 14,520.00
10	6" diameter	LF	300	\$ 20.93	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 9.68	\$ 14,520.00
11	8" diameter	LF	300	\$ 20.93	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 9.68	\$ 14,520.00
12	10" diameter	LF	300	\$ 20.93	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 7.43	\$ 9.68	\$ 14,520.00
<b>Total Five (5) Year Average Price</b>											\$ 87,120.00

	Annual	Extended Total
13	UNSPECIFIED SERVICES – is not a guarantee to be needed during the term of the contract and will be ordered and authorized solely at the discretion of the County.	\$75,000

<b>Bid Total</b>	\$2,076,220.00
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**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

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