



CLEARWATER
BRIGHT AND BEAUTIFUL • BAY TO BEACH

CONTRACT

Page 1 of 1

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ENVIROWASTE SERVICES GROUP INC
18001 OLD CUTLER RD STE 554
PALMETTO BAY, FL 33157
USA

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Contract #	901627
Department	PUBLIC UTILITIES
Type	CONTRACT NONENC
Bonds in Lieu	N

Vendor Information

Vendor Number	Vendor Contact	Vendor Email	Vendor Phone Number
101487	TERRI OREBAUGH	TERRIOREBAUGH@EWSG.COM	407-339-7134

Insurance Information

Carrier	Agency	Type	Policy	End Date	Notes	Total
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Contract Dates

Start	10/01/2022
Award	
Expire	09/13/2027
Renewal	08/01/2023
Extended	09/30/2023

Notes

Project	
Percent Complete	0.00
By Date	
Encumbered	N

Contract Description	Original Amount	Revised Amount	Liquidated Amount	Remaining Amount
EMERGENCY & NON-EMERGENCY PUMPING & TANKERING SERV	\$125,000.00	\$125,000.00	\$0.00	\$125,000.00

Line #	Year	Account	Amount
0	2023		\$125,000.00

By: Lou Lugo, CPPB
Procurement Manager

PURCHASING COPY

Total Available	\$0.00
Total Expended	\$0.00
Total Open PO	\$0.00
Total Open Requisition	\$0.00
Total Contract Balance	\$125,000.00
Total Liquidated Amount	\$0.00
Total Revised	\$125,000.00
Total Original	\$125,000.00

MUNIS Contract Request Form (FY22)

Fill-in fields applicable to the Contract Request and submit with all related documents:

Requesting Department	PUBLIC UTILITIES
Dept Contact Name/Phone	Kervin St. Aimie EXT # 7201
Ship to Dept/Location	WWTP MS, NE, E & WATER RO#1, RO#2 & WTP3
Contract Title/Name	EMERGENCY AND NON-EMERGENCY PUMPING AND TANKERING SERVICES
Vendor (existing or new)	ENVIROWASTE SERVICES GROUP INC
Source Contract (circle one)	PIGGYBACK PINELLAS CTY #22-0073-B-BW - AGENDA 10/6/22 #22-0941
Project ID in Munis	REPLACE CONTRACT 900665A, 900665B, 900665C
Commodity Code (if known)	720
Description of Goods or Services being procured	PUMPING AND TANKERING SERVICES FOR PREVENTATIVE MAINTENANCE AT LIFT STATIONS, WATER PRODUCTION FACILITIES AND WATER RECLAMATION FACILITIES (WRF)
Total Contract Term in Month(s) and Year(s); Construction # of days	EFFECTIVE OCTOBER 1, 2022, WITH THE OPTION FOR FOUR (4), ONE (1) YEAR RENEWAL OPTIONS
FY Distribution (for a typical 3-year term contract)	FY23: 10/01/2022 – 9/13/2023 YEAR 1 \$125,000
	FY24: 09/14/2023 – 9/13/2024 YEAR 2 \$125,000
	FY25: 9/14/2024 – 9/13/2025 YEAR 3 \$125,000
	FY26 & FY27 YEAR 4 & 5
	NOTE: partial <u>current</u> FY and partial <u>final</u> FY should total 12 months
GL/Project Expense String(s) (for multiple accounts indicate % split or alternate distribution of funding)	4211354/1355/1356-530300
	4212056/2057/2058-530300
	4211347/1348-530300

Approvals for Contract (sign and print name):

Supervisor/Manager	
Asst Director/Director	To be signed electronically in Munis by Richard Gardner, Director or Michael Flanigan, Assistant Director
Purchasing Manager	
City Manager (if required)	
Council Meeting/Approval Date (attach agenda memo)	WORK SESSION 10/3/22 COUNCIL MEETING 10/6/22 #22-0941

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Details**Reports**

File #: ID#22-0941 Version: 1 Name: Envirowaste - Pumping and Tankering Services

Type: Action Item Status: Consent Agenda

File created: 8/29/2022 In control: Public Utilities

On agenda: 10/6/2022 Final action:

Title: Authorize a purchase order to EnviroWaste Services Group, Inc. of Palmetto Bay, FL for emergency and non-emergency pumping and tankering services in the annual not-to-exceed amount of \$125,000.00, beginning October 1, 2022 through September 13, 2023, with the option of four, one-year renewals, pursuant to Clearwater Code of Ordinances Section 2.563(1)(c), Piggyback, and authorize the appropriate officials to execute same. (consent)

Attachments: 1. 2. ID#22-0941 ITB - 22-0073-B-BW ITB, 2. 3. ID#22-0941 Agreement - 22-0073-B-BW Envirowaste Services Group Inc FE 6.7.22, 3. 3a. ID#22-0941 Recommendation of Award - 22-0073-B-BW (1), 4. 4. ID#22-0941 Bid Tabulation - 22-0073-B-BW (1), 5. 5. ID#22-0941 COI - City of Clearwater - July 2023

[History \(1\)](#)[Text](#)**SUBJECT/RECOMMENDATION:****Title**

Authorize a purchase order to EnviroWaste Services Group, Inc. of Palmetto Bay, FL for emergency and non-emergency pumping and tankering services in the annual not-to-exceed amount of \$125,000.00, beginning October 1, 2022 through September 13, 2023, with the option of four, one-year renewals, pursuant to Clearwater Code of Ordinances Section 2.563(1)(c), Piggyback, and authorize the appropriate officials to execute same. (consent)

Body**SUMMARY:**

Public Utilities is requesting a purchase order to utilize emergency and non-emergency pumping and tankering services for preventative maintenance at lift stations, Water Production Facilities and Water Reclamation Facilities (WRF) located within the Public Utilities Department's service area.

Emergency and non-emergency pumping and tankering services are needed to pump and transport domestic wastewater from lift stations and holding tanks at Water Reclamation Facilities, wastewater collections systems and Water Production Facilities.

Authorization is requested to piggyback off Pinellas County's contract Number 22-0073-B-BW Pumping and Tankering Services - Domestic Wastewater (Emergency and Non-Emergency), which was awarded on June 7, 2022, for the initial contract period of October 1, 2022, through September 13, 2025, with two, one-year renewal options pursuant to Clearwater Code of Ordinances Section 2.563 (1)(c), Piggyback.

APPROPRIATION CODE AND AMOUNT:

Budgeted funds for FY23 are available in Public Utilities' operating cost centers, cost code 530300 Other Contractual Service.

Funding for future years will be requested within contract calendar and spending limits.

SUBJECT/RECOMMENDATION:

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PINELLAS COUNTY GOVERNMENT, FLORIDA

Cost Proposal Tabulation

Bid No.: 22-0073-B-BW

**Bid Title : Pumping and Tankering Services - Domestic Wastewater -
SCBWRP**

Date & Time Due: January 27, 2022 @ 3:00P.M. EST

Description	Bid Total
Envirowaste Services Group Inc	\$ 4,837,500.00
FCS Inc	\$ 6,750,000.00

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC/CL 201 Alhambra Circle, Suite 1401 Coral Gables, FL 33134-5108 305 669-6000	CONTACT NAME: Jennifer Warrington PHONE (A/C, No, Ext): 305 669-6000 FAX (A/C, No): E-MAIL ADDRESS: jennifer.warrington@usi.com														
INSURED Envirowaste Services Group, Inc 18001 Old Cutler Rd Ste 554 Miami, FL 33157-6440	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER B : Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER C : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER D : Aspen American Insurance Company</td> <td>43460</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Steadfast Insurance Company	26387	INSURER B : Colony Insurance Company	39993	INSURER C : Zurich American Insurance Company	16535	INSURER D : Aspen American Insurance Company	43460	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors <input type="checkbox"/> Pollution Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GPL180638902	07/31/2022	07/31/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BAP557133810	07/31/2022	07/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$NIL	X	X	EXO4267441 SXS187844802	07/31/2022 07/31/2022	07/31/2023 07/31/2023	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC017636208	07/31/2022	07/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Inland Marine	X	X	IM10Q0000451511	07/31/2022	07/31/2023	Scheduled/Rented/Leased

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job #20-051T, Vactor & Pumping Service.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER

CANCELLATION

City Of Clearwater
 PO BOX 4748
 CLEARWATER, FL 33758

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ben A. Bahr

This page has been left blank intentionally.

Additional Insured-Automatic-Owners, Lessees Or Contractors



Coverage Part One-Commercial General Liability
Coverage Part Two-Contractor's Pollution Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL-1806389-02	07/31/2022	07/31/2023	07/31/2022	84179000	-----	-----

Named Insured and Mailing Address:

ENVIROWASTE SERVICES GROUP, INC.
18001 OLD CUTLER RD # 554
PALMETTO BAY, FL 33157-6440

Producer:

USI INSURANCE SERVICES, LLC
PO BOX 141916
CORAL GABLES, FL 33114-1916

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- ☒ COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY
☒ COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

1. Who is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an additional insured any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement.
2. The insurance provided to the additional insured person(s) or organization(s) applies only to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;and resulting directly from:
 - (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or
 - b. "Claims" arising out of a "pollution event" under COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;and resulting directly from:
 - (a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

(b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.

3. However, regardless of the provisions of paragraphs 1. and 2. above, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide to such additional insured.

4. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to **Section III – Limits Of Insurance and Deductible:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

5. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any architectural, engineering or surveying services.

6. The additional insured must see to it that:

- a. We are notified as soon as practicable of an "occurrence", offense or "pollution event", as applicable, that may result in a claim;
- b. We receive written notice of a claim or "suit" as soon as practicable; and
- c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

7. For the coverage provided by this endorsement:

- a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

Primary and Noncontributory Insurance

This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

8. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.