

**PIGGYBACK AGREEMENT FOR PROVISION OF REPAIR AND REHABILITATION
OF SANITARY SEWER MANHOLES AND LIFT STATIONS**

This Agreement is made on the **22nd day of September, 2025** (the “Effective Date”), by and between the **City of Pinellas Park**, a Florida municipal corporation (the “Client”) and **Duke’s Root Control, Inc.**, an Illinois corporation registered and authorized to conduct business in Florida (the “Contractor”), collectively referred to as the “Parties.”

WHEREAS, the Client owns and operates a sanitary sewer system inclusive of sewer lines, access points (manholes), and lift stations (the “System”) which periodically requires repairs and maintenance due to age and use; and

WHEREAS, the Client’s utilities staff have determined that the System requires certain repairs and maintenance including inspections, testing, cleaning, repairs, chemical root control, degreasing, GIS locating, pipe re-lining and manhole rehabilitation (the “Services”); and

WHEREAS, on November 29th 2023, the Cooperative Purchasing Program of the Houston-Galveston Area Council of Governments (the “Cooperative”) issued Request for Proposals # 06578 (the “RFP”) for the purpose of receiving proposals for HVAC Systems with Related Products and Services as further described in the RFP; and

WHEREAS, on May 20th 2024, the Contractor and Cooperative entered into a Contract for Repair and Rehabilitation of Sanitary Sewer Manholes and Lift Stations (the “Cooperative Contract”) wherein the Contractor agreed to provide the Services for the Cooperative in accordance with the terms and conditions described therein; and

WHEREAS, while Contractor is based in Illinois, it is a multi-state corporation providing quality sewer solutions to ensure Florida’s underground infrastructure remains structurally sound and functional, and Contractor serves or has served Florida municipalities including Jacksonville, Miami, Tampa, Orlando, Tallahassee, Fort Lauderdale, and St. Petersburg; and

WHEREAS, § 2-615(b)(2) of the Pinellas Park Procurement Code authorizes the Client to acquire goods or services by use of an existing agreement between a vendor and another public agency where such agreement has resulted from a competitive solicitation process acquire goods or services by use of an existing agreement between a vendor and another public agency (piggybacking) where such agreement has resulted from a competitive solicitation process pursuant to lawful competitive procedures which are equal to or more stringent than the Client’s, and where the Client’s terms of acquisition do not substantially differ from the initial public agency’s agreement; and

WHEREAS, the Client’s legal counsel has analyzed the RFP process used by Cooperative and has determined that it was conducted in compliance with Client’s procurement rules and Florida law, and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to Client’s Code; and

WHEREAS, the Client desires to piggyback onto the Cooperative Contract for the purposes of receiving the same Services from Contractor as are being provided to the Cooperative’s members under the Cooperative Contract; and

WHEREAS, the Cooperative Contract authorize Contractor to enter into piggyback agreements with other local government entities for the same Services.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Contractor shall make available to Client, and provide to Client as requested, the same Services as are available and provided to the Cooperative in accordance with the terms and conditions of the Cooperative Contract, at the prices specified therein. All references to “Cooperative” or “HGACBuy” in the Cooperative Contract shall, for purposes of this Agreement, mean Client.
2. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in the Cooperative Contract and RFP, but shall be limited only to those services for which pricing was provided in **Attachment A** of the Cooperative Contract.
3. Unit Pricing. The Contractor’s Systems and Services shall be provided at the same unit prices as are set forth in **Attachment A** of the Cooperative Contract.
4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to the Cooperative in the Cooperative Contract. The Parties understand that any other contracting services Client may wish to acquire outside of the Scope may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client’s procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP (inclusive of any addenda issued thereunder), (ii) the Contractor’s Proposal, and (iii) the Cooperative Contract (including any amendments and extension notices related thereto as of the Effective Date of this Agreement). Notwithstanding any term in the Cooperative Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the Cooperative Contract shall prevail first, followed by the RFP, followed by the Contractor’s Bid.
6. Term and Termination of the Agreement. The initial Term of this Agreement shall commence on the Effective Date, shall have a Termination Date of **May 31st 2028**, as set forth in Article 9 of the Cooperative Contract. Pursuant to Article 29 of the Cooperative Contract, this Agreement may be immediately terminated by Client for any or no reason by providing written notice to Contractor, and Contractor may terminate this Agreement upon submission of at least thirty (30) days written notice of termination to Client.
7. Title References. To the extent the Cooperative Contract refers to Project Manager, Project Administrator, or certain other Cooperative officials or employees authorized to act under the Cooperative Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the Client’s City Manager, or her/his designee. To the extent the Cooperative Contract refers to the “Owner”, the Parties agree that for purposes of this Agreement, such references shall mean the Client.
8. Substitutes or Revisions of Terms. The following terms in the Cooperative Contract are revised as follows:

Article 3 is deleted.

Article 7 is deleted.

Article 17 is replaced with: “The City is exempt from sales tax. The City’s tax-exempt number is **85-8012514520C-3**.”

Article 31 is replaced with:

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling

or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

Article 38 is deleted.

Article 48 is deleted.

The following provision is added:

Change Order Price Quotes. To ensure the Client is in compliance with Florida Statutes § 218.755, it is a contractual requirement of this Agreement that, notwithstanding any General Condition or Technical Specification to the contrary, no additive Change Order may be issued or approved by the Engineer of Record or other Client's agent unless the Client has received first a price quote for the proposed added Work or Scope, and has, thereafter, been approved by Client. Client's approval of a price quote for a potential additive Change Order shall be confirmed only by the issuance by the Client of an additive Change Order incorporating the price quote. If the Client does not issue an additive Change Order within 35 days after receipt of a requested price quote, no such Change Order may be issued thereafter. Rather, the Client will request a new price quote from Contractor if the same or similar additive Work or Scope is desired by the Client. The Parties agree that while Contractor is permitted to suggest or recommend additive Work or Scope, Contractor is not permitted to initiate an additive Change Order. Only Client may seek a price quote for a potential additive Change Order, and only Client may approve and issue an additive Change Order. Contractor is not permitted to perform work on an additive Change Order or purported Change Order which has not been approved and issued in accordance with the provisions of this section. For purposes of this section, the term additive Change Order means a Change Order which would add Work or Scope, and/or require Client to pay more than the Project cost agreed to on the Effective Date.

9. Public Records. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

- (a) Keep and maintain public records required by the City to perform the services provided hereunder.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

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 AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.369.0619), E-MAIL (cityclerk@pinellas-park.com), OR MAIL (CITY OF PINELLAS PARK, OFFICE OF THE CITY CLERK, 5141 78th AVENUE NORTH, PINELLAS PARK, FLORIDA, 33781.

10. Notices. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement (and any additional address set forth below), to the following:

Client: City of Pinellas Park
 Attn: City Manager
 5141 - 78th Avenue North
 Pinellas Park, FL 33781

Contractor: Duke's Root Control, Inc.
Attn: Matthew Fishbune, President & CEO
400 Airport Road, Unit E
Elgin, IL 60123

11. Representations; Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

12. Miscellaneous.

- a. **Merger.** This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. **No Waiver.** No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. **Assignment; Subcontracting.** The Contractor understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Contractor's staff to be assigned to perform the services. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village.
- d. **Governing Law; Venue.** Notwithstanding Article 49 of the Cooperative Contract, the laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.
- e. **Attorney Fees.** Notwithstanding any provision of the RFP or the Cooperative Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.

- f. **Compliance With Laws; Non-Discrimination.** The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client. Additionally, the Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.
- g. **Licenses.** The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.
- h. **Severability.** In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- i. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Client. The Client shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.
- j. **Liability and Insurance.** In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Client as provided for herein, and in light of the fact that at least some of the Scope of Services will be provided locally within the Client with vehicular use occurring, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the insurance coverages set forth in the RFP and Cooperative Contract. Proof of such insurance coverages will be provided to the Client upon request.
- k. **Indemnification and Preservation of Immunity.** Notwithstanding Article 37 of the Cooperative Contract, to the greatest extent allowed by applicable law, the Contractor releases and shall indemnify, hold harmless, and defend each City Indemnified Party (defined as the City, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the Client of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Client expressly reserves these rights to the full extent allowed by law.

- l. **Scrutinized Companies.** Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725) or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Contractor.

- m. **Immigration Compliance; E-Verify.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any subcontractors authorized by the Village.

Pursuant to Florida Statutes § 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Village cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Village that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Village develops a good faith belief that

Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Village shall terminate this Agreement. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

- n. **Human Trafficking Affidavit.** The Contractor shall provide the Client with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the Client's procurement staff.
- o. **Payment and Performance Bond.** Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Client, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the Contractor of its obligations under the contract documents, including but not limited to the construction of the project on the project site and the payment of all obligations arising thereunder, including all payments to subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Client prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.
- p. **Owner Direct Purchases.** As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Client reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the Client. This process will be referred to as Client Direct Purchases (ODP) and is a method that may be utilized to create savings for the Client. The Client saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only) and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Client elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.
- q. **Personal Identifying Information.** Pursuant to Florida Statutes § 287.138, in the event the performance of the Services would require the Contractor to possess the personal identifying information of citizens provided by the Client, Contractor will be required to complete a Foreign Country of Concern Attestation.
- r. **No Third-Party Beneficiary.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- s. **Amendments.** This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.
- t. **Execution; Authority to Execute.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Pinellas Park

Duke's Root Control, Inc.

By: B. Diebold
Bart Diebold, City Manager

By: Matt Fishbune
Matt Fishbune, President & CEO

Title	HGAC Piggyback Contract
File name	Pinellas_Park_Sew...ck_agreement.docx
Document ID	2a2aabfa8d9ce3e63a765fb3ceba32ac1b963b25
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



09 / 24 / 2025
08:55:47 UTC-4

Sent for signature to Matt Fishbune (mfishbune@dukes.com) and Bart Diebold (bdiebold@pinellas-park.com) from rhany@pinellas-park.com
IP: 172.109.181.170



09 / 24 / 2025
09:10:16 UTC-4

Viewed by Bart Diebold (bdiebold@pinellas-park.com)
IP: 172.109.181.170



09 / 24 / 2025
09:10:33 UTC-4

Signed by Bart Diebold (bdiebold@pinellas-park.com)
IP: 172.109.181.170



09 / 24 / 2025
09:47:46 UTC-4

Viewed by Matt Fishbune (mfishbune@dukes.com)
IP: 152.39.230.192



09 / 24 / 2025
09:48:39 UTC-4

Signed by Matt Fishbune (mfishbune@dukes.com)
IP: 73.8.222.123



COMPLETED

09 / 24 / 2025
09:48:39 UTC-4

The document has been completed.

City of Pinellas Park

Inflow & Infiltration Study

09 / 24 / 2025





Headquarters: 400 Airport Rd., Suite E. | Elgin, IL 60123

September 24, 2025

Ryan Mendrala
City of Pinellas Park
6250 82nd Ave. N.
Pinellas Park, FL 33781

PROJECT NAME: Inflow & Infiltration Study

Dear Ryan,

Duke's Root Control, Inc. is pleased to submit this proposal to City of Pinellas Park for the Inflow & Infiltration Study. All details regarding this project are contained within the pages of this proposal and include sample deliverables, scope of service descriptions, and pricing.

This proposal is being submitted based on interpretations made from the study maps or information we have been provided. Please review for accuracy.

Thank you for your consideration and the opportunity to illustrate our services. Please do not hesitate to contact me with any questions regarding this proposal.

Sincerely,
Duke's Root Control, Inc.

A handwritten signature in black ink that reads "Stephen Ellis".

Stephen Ellis
Southeast Territory Sales Representative
954-610-6172
sellis@dukes.com

Inflow & Infiltration - Scope of Services

Process	
<ol style="list-style-type: none"> 1. Receive and upload current GIS / GDB files from client (data requisition guide may be supplied upon project initialization). 2. Determine location to place initial iTracker units based on flow data obtained from maps or GIS files to properly canvas the study area. Final locations placed with client collaboration to achieve best results. 3. Provide client link to view or approve locations for units. 4. Access manholes and install iTracker units in accordance with manufacturer recommended installation procedures. If unable to access/locate previously approved manhole locations, a viable alternative will be selected by Duke's. 5. After 60 days installed and a qualifying rain event (defined as single day rain event 1" or greater), Duke's will remove the iTracker units. If there is no qualifying rain event, then Duke's will extend the study period an additional 30 days, for a maximum of 90 days. If an additional field visit is needed for project maintenance after 90 days, a mobilization fee may be required. <ol style="list-style-type: none"> 5.1. Rain data will be determined by using compiled Doppler radar-derived precipitation measurements, generating hourly grids with data points spaced at 1-km (1/2-mile) intervals across the continental United States – a so-called "rainfall map." This highly detailed picture of hourly data is based on a combination of various sources: <ol style="list-style-type: none"> 5.1.1. Precipitation data from a network of 180 NWS-maintained overlapping dual-polarization Doppler radar networks. 5.1.2. Input from over 20,000 rain gauges. 5.1.3. Satellite data processed every 15-minutes. 5.1.4. Hourly automatic observations from reporting stations (often located at airports). 5.1.5. Numerical models and climatology. 6. Upon project completion, review, analyze and report data from test period to identify areas of the system prone to elevated levels of inflow or infiltration during and after rain events. Duke's will provide access to Insight 360, Duke's web hosted data platform. A username and password will be provided so that access to all data, graphs, maps, and raw data downloads are available. 	

Responsibilities of Duke's	Responsibilities of Client
<ol style="list-style-type: none"> 1. Provide staff with proper identification and PPE including, but not limited to, hi-vis vests. 2. Ensure that all vehicles are properly marked and have adequate safety lighting. 3. Act in a polite, professional manner at all times and especially when dealing with the public. 4. Report any severe observations to the point person from the client's office assigned to this project. 	<ol style="list-style-type: none"> 1. Provide contractor with all electronic data to successfully complete the project. 2. Assist contractor with public issues or concerns. 3. Agree to promptly review and advise contractor on any changes to location of iTracker units, if client is participating in the iTracker placement process. 4. Assist contractor with location and access of buried or surcharged manhole structures that have been deemed optimal locations for iTracker placement. 5. Assist Dukes with traffic control to ensure a safe installation of units. If traffic control or permitting is the responsibility of Duke's, client must disclose this prior to execution of contract and commencement of work.

I&I MICRO-DETECTION

I&I micro-detection is essential for creating a Smart Wastewater System.

At Duke's, we understand that detecting infiltration and inflow (I&I) can be a frustrating and expensive process. That's why we utilize cutting-edge micro-detection technologies to quickly and accurately isolate the line segments within a basin that are causing excess I&I. By pinpointing these specific areas, we can start optimizing your sewer system right away.

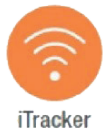
We know that chasing down I&I can be a daunting task, especially when most models only detect the problem within a few miles. But with our advanced technology, we can detect even the smallest points of entry, saving you time and money in the long run. Trust Duke's to efficiently and effectively tackle your I&I problems.

We do it with precision pinpointing of lines.

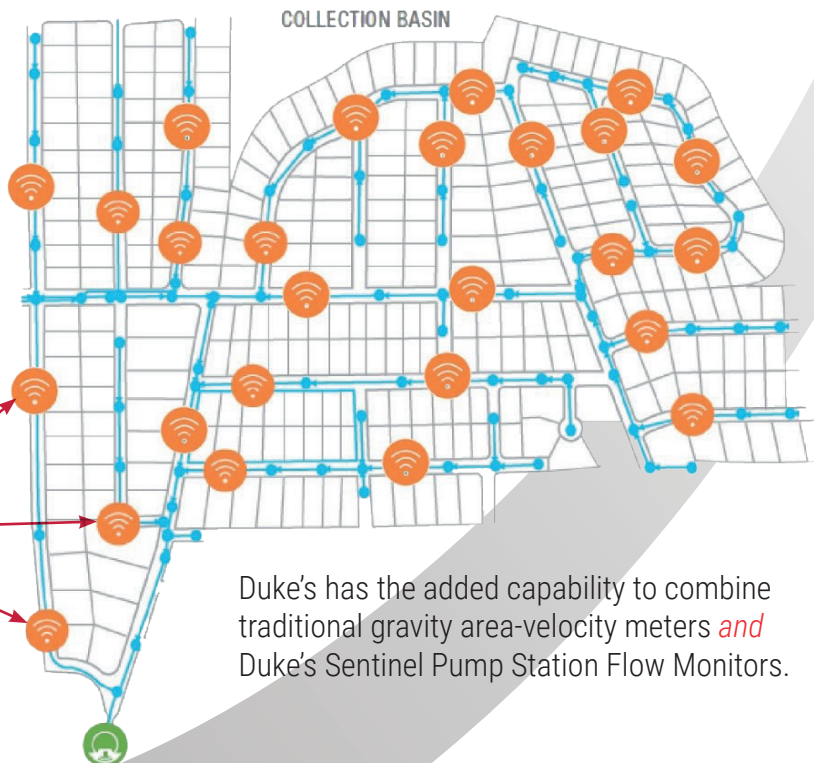
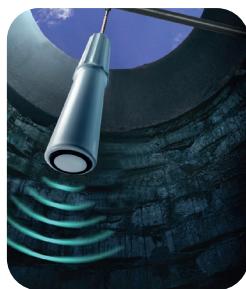
- ✓ Duke's micro-detection units and software identify specific areas to address for I&I management
- ✓ Custom algorithms compare dry days to rain events to provide charts, graphs, and reports on I&I flows
- ✓ Deliverables are provided in an easy-to-use and understand interface.



Monitors major basins for signs of I&I



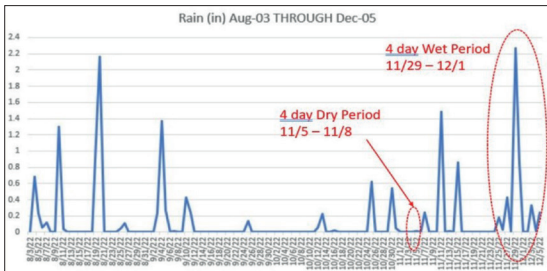
Pinpoints I&I down to mini and micro-basins



Duke's has the added capability to combine traditional gravity area-velocity meters *and* Duke's Sentinel Pump Station Flow Monitors.

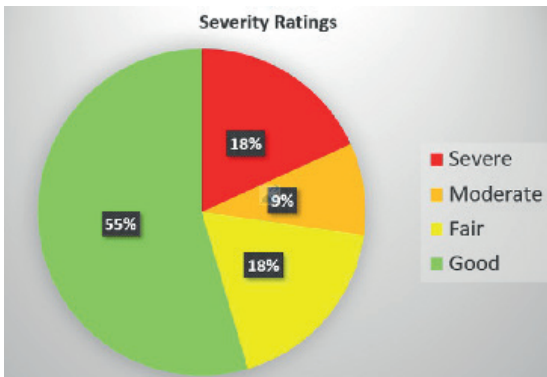


ADVANCED DELIVERABLES



WET WEATHER ANALYSIS

A wet weather analysis is a powerful tool for sewer system operators and municipalities to identify and manage I&I issues during periods of precipitation. The analysis provides detailed data on I&I flows, enabling operators to pinpoint problem areas and prioritize mitigation efforts. By utilizing this data, sewer systems can be optimized, reducing the risk of costly and disruptive sewer overflows and backups.



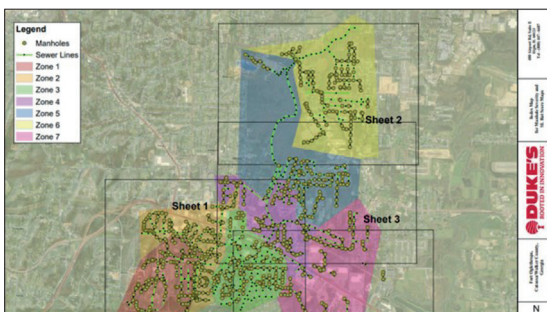
SEVERITY RATINGS

Duke's team of engineers utilize custom in-house developed algorithms that compare 4-day rain events with 4-day dry events to determine areas of concern and triage the results into 4 categories: Severe, Moderate, Fair and Good. These severity ratings can help prioritize further investigation in select micro-basins to minimize time spent searching for I&I entrance points.



DUKE'S INSIGHT 360 INTERACTIVE PLATFORM

Duke's Insight 360 is an online platform that can be used to view all Dukes micro detection studies, and all other data collection service results. This platform gives a client's full team easy access to their information from anywhere, anytime they have access to the internet. In addition to the online electronic deliverables, Dukes also provides hard copies and printed maps upon request.



I&I MITIGATION MAPS

After analyzing the data collected during the study time period, color-coded maps will be created, providing a visual representation of the sewer system and highlighting each area included within the study and color coded according to the severity of the assessed level of inflow and infiltration. These maps can be viewed either online at Duke's Insight 360 or can be physically printed, formatted to 11x17 or 24x36-inches, whichever is preferred.

Gravity Sewer Flow Monitoring - Scope of Services

Process

1. Dukes will install flow monitors and provide rain data for an agreed upon period. Our proposed scope of work includes site evaluation, installation, calibration, maintenance, web-based data storage, and data processing/delivery.
2. Dukes will install Hach FL900 series flow monitors. Submerged level-velocity sensors will be used and may be supplemented with redundant / alternate sensors when conditions require. A data point for level, flow, and velocity will be stored every fifteen (15) minutes. Combined with the Data Delivery System (DDS), the meters will continuously submit real-time data via a wireless cellular modem to a dedicated server where it can be viewed through an internet-connected web browser. The system will also include alarms to submit event notifications via SMS texts and emails in the event any problems occur with the meters. We can provide a username and password for read-only data access.
3. Dukes will provide a two-man, confined space entry certified crew to assess the proposed meter sites, install the meters, and calibrate them to match the existing conditions encountered in the field. A Flow Meter Installation Log will be created containing the manhole ID number, approximate location (address if available), groundcover photo of manhole, photo looking down into the manhole after sensor is installed, pipe diameter, pipe material, sediment level, initial level reading, and initial velocity reading.
4. Dukes' Data Specialists will monitor meter operation and data via DDS, on a daily basis. Any equipment malfunctions, sensor fouling, or other problems will be immediately apparent from the data. Field crews will be dispatched as soon as possible to troubleshoot and resolve the problems. Flow monitor sites will be visited at minimum of once per month to conduct manual level and velocity readings and calibrations.
5. Data will be processed and reconstructed (as needed) and both raw and edited final data will be provided in 15-minute intervals. All data will be provided in digital Microsoft Excel .csv format. Hydrographs will be provided showing depth of flow, velocity, and flow rate. Scatter plots will be provided displaying level versus velocity.

Responsibilities of Duke's

1. Provide all necessary crew and equipment to complete the project.
2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests.
3. Ensure that all vehicles are properly marked and have adequate safety lighting.
4. Act in a polite, professional manner at all times and especially when dealing with the public.
5. Report any severe observations to the point person from the client's office assigned to this project.

Responsibilities of Client

1. Provide contractor with all electronic data to successfully complete the project (see data requirements page).
2. Assist contractor with public issues or concerns.
3. Agree to promptly review and advise contractor on any changes to location of monitors if client is participating in the placement process.
4. Assist contractor with location and access of buried or surcharged manhole structures that have been deemed optimal locations for flow monitor placement.
5. Assist Dukes with traffic control to ensure a safe installation of units. If traffic control or permitting is the responsibility of Duke's, client must disclose this prior to execution of contract and commencement of work.

REV 10.2024

Collection System Open Channel Flow Monitoring Services



Installation and Hardware



Dukes_RB01

Created	2023-02-10 20:59:03 UTC by Lucas Amborn
Updated	2023-02-10 22:45:55 UTC by Lucas Amborn
Location	35.68755560358119, -78.62367264926434
Status	Installed
Site Name	Dukes_RB01
Project Name	Raleigh Flow Monitoring
Meter Type	Hach AV

Install

Purpose: Install, Maint, or Removal	Install
Rim to Invert Measurement	7.26
PICTURE OF INVERT	



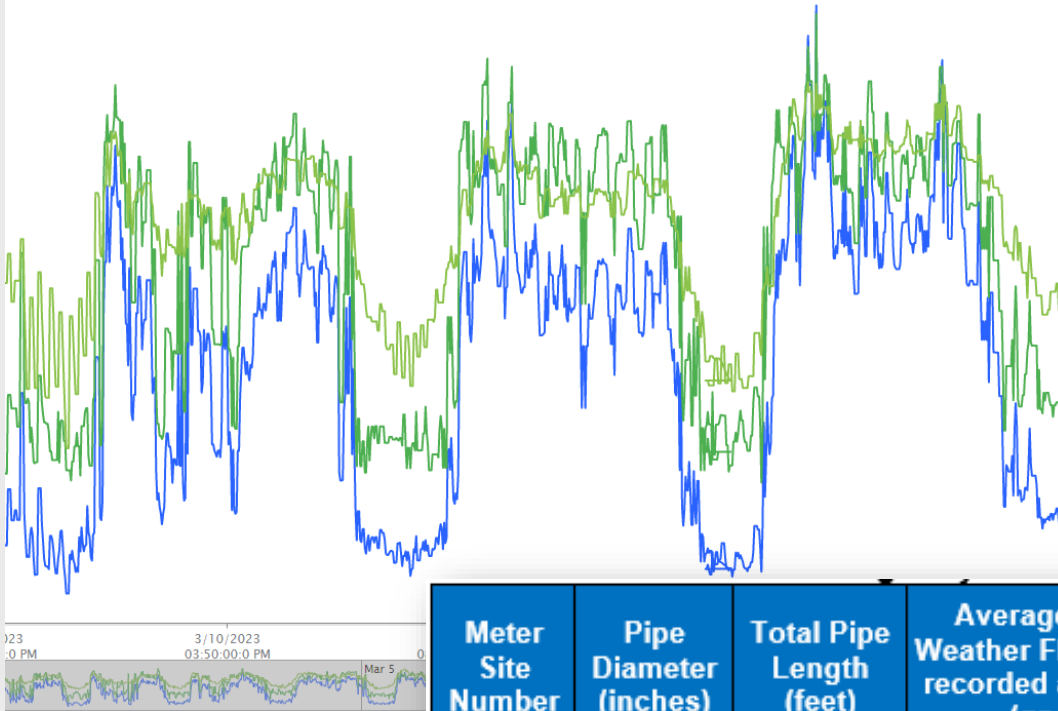
FLOWING OR STAGNANT	FLOWING
SURCHARGED ABOVE TOP OF PIPE	No
Site	Dukes_RB01
Project	Raleigh Flow Monitoring
Date	2023-02-10
Time of Measurements	15:59
Field Personnel	Lucas
Is confined space entry required?	Yes
Installed Logger SN	181200004350

Services Include:

Installation Report

- All hardware, software, and labor to install maintain flow monitors
- Area Velocity, Ultrasonic, and Flo Dar sensors available
- OSHA Confined Space Entry Trained Personnel
- Access to online data in real time 24/7
- All installation and maintenance documentation (one report per site)
- CSV files of all raw and edited data
- Integral Rain Gauges available
- Final Report including Inflow and infiltration analysis
- Advanced Report(s) such as Hydraulic Model available upon request
- Combine with iTracker and Sentinel Pump Station Monitor

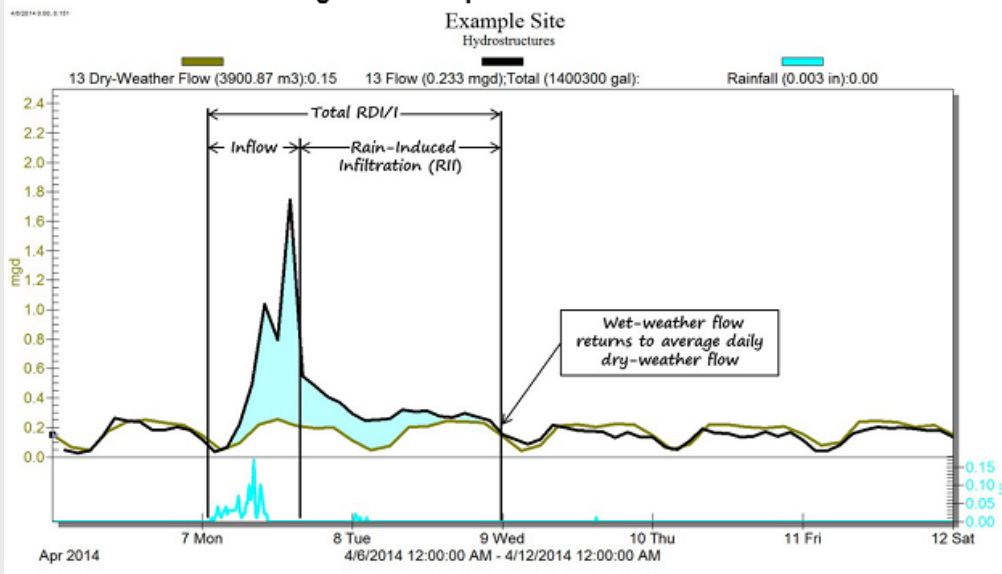
Hydrostructures Fleet CGA-FM1



Data Graphs Available Online
in Real Time 24/7

Meter Site Number	Pipe Diameter (inches)	Total Pipe Length (feet)	Average Dry-Weather Flow Rate recorded at Meter (gpd)	Average Dry-Weather Flow Rate in Basin (gpd)*
TH1	18"	8,630	10,080	10,080
TH2	11.25"	15,970	181,440	14,400
TH3	8"	22,880	67,680	67,680
TH4	8"	17,340	40,320	40,320
TH5	8"	19,100	59,040	59,040
TH6	20.5"	21,250	290,880	99,360
TOTAL			290,000	

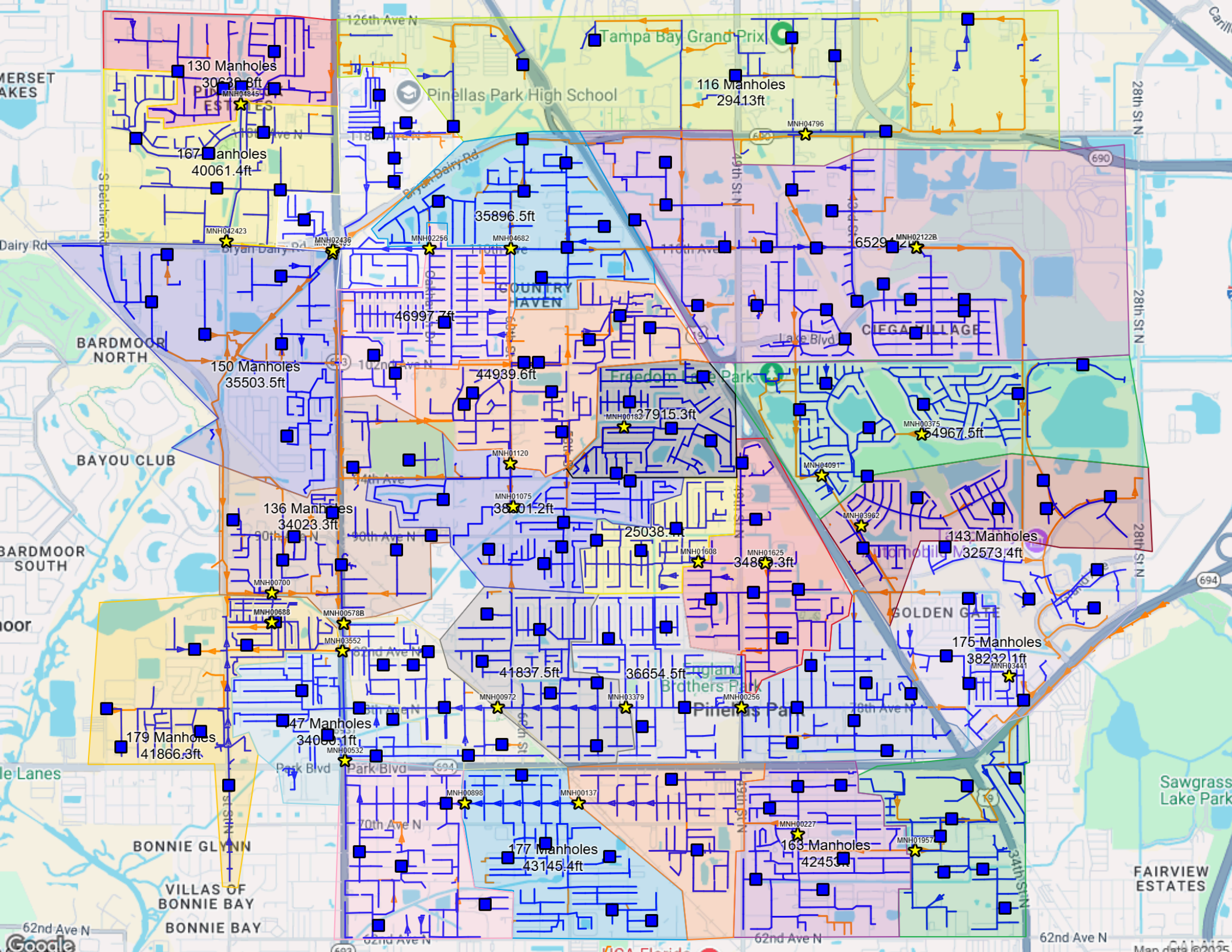
Figure 3 – Components of RDI/I



Example Tables Included in Report

Maps of Subject Area

Proposed subject area supporting documents and maps



Fee Estimate

HGACBuy Contract No. SC06-24



The prices quoted herein will remain in effect for the length of this contract, unless changes are agreed upon in writing by both parties.

TYPE OF SERVICE	Price	UM	QTY	Subtotal
Inflow & Infiltration Study Microdetection Services Consisting of: <ul style="list-style-type: none">• Installation, Data Pull & Retrieval of approximately 160* iTracker microdetection meters for 2 months• Rain Data Collectiona• iTracker microdetection study documentation• Study report and summary presentation• GDB / GIS shape files with all deliverables• Deliverables Review Meeting	\$1.31	LF	109923.66	\$143,999.99
Flow Monitoring <ul style="list-style-type: none">• Includes hardware, software, installation, maintenance, and hardware removal of 28 Flow Monitors (\$2150.00/ea/mo)• Final report to include raw data, edited data (if applicable), and I&I analysis in csv file• Data to include level, velocity, and flow rates in 15 minute intervals• Includes online data viewing in real time, upon request• Access to site to be provided by owner	\$60,200.00	MO	2	\$120,400.00
Total				\$264,399.99

A PDF copy of a Purchase Order made out to Duke's Root Control, Inc. is required prior to mobilization for all HGAC requests.

* Please note that the quantity of iTrackers specified in this proposal is an estimate provided for planning purposes. The final billing will be adjusted according to the actual scope.

This is an estimate. Pricing subject to change based on actual quantity completed.

Proposal pricing is valid for 90 days.

Non-Prevailing Wage Rates Applied

We ask that our clients assist with structures that are not located or accessible while our crews are in the field in an effort to achieve full project completion. If assistance with access to structures cannot be completed within 24 hours after crews complete field work, a remobilization fee may be applied to complete remaining structures on the project.

Monthly progress invoices will reflect the value of field work completed to date and are due upon receipt. In addition, a 10% retainage will be withheld until final deliverables are submitted and approved. Any mobilization fees will be invoiced as they are incurred.

Agreement of Service



By signing below, City of Pinellas Park agree to all provisions set forth in this proposal. Any requirements not listed in this proposal may be subject to additional fees.

City of Pinellas Park

Ryan Mendrala
Utility Services Coordinator



THANK YOU

FOR YOUR CONSIDERATION OF OUR SERVICES

Stephen Ellis
Southeast Territory Sales Representative
954-610-6172

400 E. AIRPORT ROAD, STE E
ELGIN, IL 60123
800-447-6687



WWW.DUKES.COM

Attachment A		
Duke's Root Control Inc		
Sewer/Storm Water, Hydro-Excavating Equipment and Related Services		
Contract No. SC06-24		
H-GAC PRODUCT ITEM BASE OFFERING PRICES		
H-GAC Product Code	Description	Base Offered Price
Dukes Root Control		
Category G – Misc. Sewer/Storm Water Cleaning Services		
	360 Triage (I&I, Manhole Inspection, SLRAT) - Per LF	\$ 3.76
	Enhanced Performance Assessment (I&I, SLRAT) - Per LF	\$ 2.89
	iInspect (I&I, Manhole Inspection) - Per LF	\$ 3.15
	Micro Detection - Per LF	\$ 3.15
	SLRAT - Per LF	\$ 0.79
	Manhole Inspection - Level 1 - Per Each	\$ 131.25
	Manhole Inspection - Level 2 - Per Each	\$ 262.50
	Smoke Testing - Per LF	\$ 1.21
	GPS (Points Only) - Per Each	\$ 42.00
	GPS with Data Collection - Per Each	\$ 63.00
	CCTV Inspection Only - Per LF	\$ 2.36
	Light Cleaning (Up to 3-Passes) - Per LF	\$ 2.36
	Heavy Cleaning (4+ Passes) - Per LF	\$ 5.25
	Multi-Sensor Inspection (Laser, Sonar, CCTV Inspection) - Per LF	\$ 25.00
	Sewer Flow Monitoring - Per Unit Per Month	\$ 3,000.00
	Condition Assessment Report: Pipe CCTV Inspection - Per LF	\$ 1.75
	Condition Assessment Report: Manhole Inspections - Per Each	\$ 40.00
	Hydro Excavation (Water Services Inspections) - Per Address	\$ 750.00
	Hydro Excavation (Water Services Inspections) - Per Day	\$ 3,500.00
	Spot Repair - 6"x48" - Per Each	\$ 2,640.00
	Spot Repair - 8"x48" - Per Each	\$ 2,400.00
	Spot Repair - 10"x48" - Per Each	\$ 2,700.00
	Spot Repair - 12"x48" - Per Each	\$ 3,000.00
	Spot Repair - 15"x48" - Per Each	\$ 3,300.00
	Spot Repair - 18"x48" - Per Each	\$ 4,800.00
	Spot Repair - 24"x48" - Per Each	\$ 6,600.00
	Spot Repair - 30-36"x48" - Per Each	\$ 9,000.00
	Spot Repair - 48"x48" - Per Each	\$ 10,800.00
	Chemical Root Control - 6"-8" Dia. - Per LF (Minimum \$4,500.00)	\$ 2.02
	Chemical Root Control - 10"-12" Dia. - Per LF (Minimum \$4,500.00)	\$ 2.43
	Chemical Root Control - 13"-16" Dia. - Per LF (Minimum \$4,500.00)	\$ 4.61
	Chemical Root Control - 18"-22" Dia. - Per LF (Minimum \$4,500.00)	\$ 8.20
	Chemical Root Control - 24"-30" Dia. - Per LF (Minimum \$4,500.00)	\$ 10.54

Chemical Root Control - 32"-36" Dia. - Per LF (Minimum \$4,500.00)	\$	10.54
Chemical Root Control - 37"-48"" Dia. - Per LF (Minimum \$4,500.00)	\$	10.54
JPII Degreaser - 5-Gallon Pail - Per Each	\$	35.00
JPII Degreaser - 55-Gallon Drum - Per Each	\$	1,925.00
JPII Degreaser - 120-Gallon Skid - Per Each	\$	3,360.00

Pricing Effective 6/1/24