

AGREEMENT

25-0377-ITB

Pipes, Reinforced Concrete, PVC, Precast Slabs & Related Materials

This Agreement (the "agreement" or "contract") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Southern Precast Concrete Corporation whose primary address is 1502 Savannah Avenue, Tarpon Springs, FL 34689 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Section 4, titled Special Conditions attached as Exhibit 1.
 - d. Section 5, titled Insurance Requirements attached as Exhibit 2.
 - e. Section 6, titled Scope of Work / Specifications attached as Exhibit 3.
 - f. Section 8, titled Pricing Proposal attached as Exhibit 4.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for twelve (12) months from the Effective Date (the "Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for four (4), additional twelve (12) month terms, or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit 4. County expenditures under the Agreement will not exceed \$470,580.00 for the Contract Term without a written amendment to this Agreement.

D. Entire Agreement

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

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

For Contractor: Southern Precast Concrete Corporation

Signature: *Tim Cummings*

Print Name and Title: Tim Cummings Secretary/Treasurer

Date: 05/01/2025

For County:

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM

By: Kelah Townsend
Office of the County Attorney

Exhibit 1 – Special Conditions

1. INTENT

It is the intent of Pinellas County to establish an Agreement for Pipes, Reinforced Concrete, PVC, Precast Slabs & Related Materials to be ordered, as and when required.

2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) *(if the Agreement includes software, online, or digital content services)*

Any terms required by law

3. PRICING/PERIOD OF CONTRACT

Duration of the contract shall be for a period of twelve (12) months with unit prices held firm for the first ninety (90) days. Price adjustments (decrease or Increase) will be allowed quarterly for the remaining nine (9) months of the contract in an amount not to exceed the average of the specific Producer Price Indexes (PPI) for the Groups below or a maximum of eight percent increase/decrease (8%), whichever is less:

Metals and Metal Products, Item: Concrete Reinforcing Bar, Carbon Series Id: WPU10170405, Not Seasonally Adjusted, as appropriate for Groups 1, 2, 4, 5 and 7 of this bid for the four (4) months prior,

Other Concrete Product Manufacturing, Series ID: PCU32739032739014, Not Seasonally Adjusted, as appropriate for Groups 3 and 6 of this bid for the four (4) months prior and,

Producer Price Index PCU32612232612218, Plastics pipe and pipe fitting manufacturing-Plastics sewer, storm drain, and water main pipe, not seasonally adjusted, as appropriate for Group 8 of this bid for the four (4) months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. The vendor's request for adjustment shall be submitted a minimum of thirty (30) days prior to the end of first quarter after contract award.

NOTE: The quarterly cycle is January-March, April-June, July-September, October-December, so bidders must submit their request thirty (30) days prior to quarter ending after award.

Example: if Award is January 2, 2023 (i.e., February 28th, May 31st, August 30th, or November 30) for next quarter increase/decrease.

Quarterly increases/decreases are held firm for next ninety (90) days. The vendor adjustment request shall 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 pricing adjustment.

The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or services. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items or services to others, this contract price shall be reduced accordingly.

Bid prices are ALL INCLUSIVE to include shipping, handling, delivery, and assembly to locations specified by the County.

4. TERM EXTENSION(S) OF CONTRACT

Following the end of the initial term of this contract, this Agreement may be extended for four (4), additional twelve (12) month terms with unit prices held firm for the first ninety (90) days. Price adjustments (decrease or Increase) will be allowed quarterly for the remaining nine (9) months of the contract in an amount not to exceed the average of the specific Producer Price Indexes (PPI) for the Groups below or a maximum of eight percent increase/decrease (8%), whichever is less:

Metals and Metal Products, Item: Concrete Reinforcing Bar, Carbon Series Id: WPU10170405, Not Seasonally Adjusted, as appropriate for Groups 1, 2, 4, 5 and 7 of this bid for the four (4) months prior,

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Bid prices are ALL INCLUSIVE to include shipping, handling, delivery, and assembly to locations specified by the County.

5. ORDERS

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

6. ASBESTOS MATERIALS

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

7. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

- A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

8. QUANTITIES

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

Exhibit 2 - Insurance Requirements

1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized 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 and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

1. Vendor 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 Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - c. Provide that County will be an additional indemnified party of the subcontract;
 - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;

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

F. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4. All policies shall be written on a primary, non-contributory basis.

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

3. WORKERS' COMPENSATION INSURANCE

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

A. Limits

1. Employers' Liability Limits	Florida Statutory
2. Per Employee	\$ 500,000
3. Per Employee Disease	\$ 500,000
4. Policy Limit Disease	\$ 500,000

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

4. COMMERCIAL GENERAL LIABILITY INSURANCE

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

A. Limits

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

5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE

To cover owned, hired, and non- owned vehicles. If the Vendor 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 Vendor can show that this coverage exists under the Commercial General Liability policy.

A. Limit

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

6. PROPERTY INSURANCE

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

Exhibit 3 – Scope of Work/ Specifications

1.1. OBJECTIVE/JUSTIFICATION

This is a materials-only contract for the supply of pipe, reinforced concrete, precast slabs and related materials for delivery within Pinellas County. The contract does not include installation. All materials, finishing and curing shall conform to the Florida Department of Transportation standard specifications for Road and Bridge Construction, latest edition. The FDOT website is located at: <https://www.fdot.gov/programmanagement/implemented/specbooks>.

Exhibit 4 – Pricing Proposal

Group 1	Reinforced concrete pipe, elliptical, Class III, must meet Florida Department of Transportation (FDOT) specifications. Profile gaskets per Article 6.1.1 of ASTM C443 shall be included.		
Description	County Item #	Unit	Unit Cost
12" X 18"	23963	LF	\$78.00
14" X 23"	1225	LF	\$98.00
Group 2	Reinforced concrete pipe, elliptical, Class III, mitered end section, 4:1 slope, shall meet FDOT specifications. Profile gaskets per Article 6.1.1 of ASTM C443 shall be included.		
Description	County Item #	Unit	Unit Cost
12" X 18"	2281	EA	\$950.00
14" X 23"	2282	EA	\$1,080.00
24" X 38"		EA	\$1,880.00
Group 3	Profile Gaskets (silicone) & Diapers Filters (polypropylene)		
Description	County Item #	Unit	Unit Cost
12" X 18" Diapers Filter cloth (24" wide w/wire bands for elliptical concrete pipe)	2299	EA	\$0.00
14" X 23" Diapers Filter cloth (24" wide w/wire bands for elliptical concrete pipe)	2300	EA	\$0.00
Profile Gasket 15"		EA	\$35.00
Profile Gasket 18"		EA	\$40.00
Profile Gasket 24"		EA	\$45.00
Profile Gasket 30"		EA	\$50.00
Group 4	Reinforced concrete pipe, round, Class III, shall meet FDOT specifications. Include rubber gaskets per Article 6.9 of ASTM C361.		
Description	County Item #	Unit	Unit Cost
15" Pipe	30953	LF	\$44.00
18" Pipe	29920	LF	\$55.00
24" Pipe	29921	LF	\$85.00
30" Pipe		LF	\$130.00

Group 5	Reinforced concrete pipe, round, Class III, mitered end section, 4:1 slope, shall meet FDOT specifications. Include rubber gaskets per Article 6.9 of ASTM C361.		
Description	County Item #	Unit	Unit Cost
15" Pipe	2398	EA	\$850.00
18" Pipe	2399	EA	\$1,050.00
24" Pipe	2400	EA	\$1,400.00
30" Pipe	30954	EA	\$3,500.00
Group 6	Other.		
Description	County Item #	Unit	Unit Cost
Joint Compound 1½" x 42" piece (box size of 20)	5	BX	\$130.00
Filter Fabric, 12½' x 360' roll (Mirafi 140N or comparable)	3	Roll	\$1,200.00
Filter Fabric, 3' x 360' roll (Mirafi 140N or comparable)	3	Roll	\$350.00
Galvanizing Process	5	EA	\$1,000.00
19" X 30" CL III ERCP CLASS III w/pre-lubed gasket	20	EA	\$1,200.00
Group 7	Precast Concrete Top Slabs, Class II Concrete with PVC Lift Holes. Typical detail schematic attached. Cast iron manhole ring/cover and frame/grate, size: 23¾" (actual 24") diameter, 6" deep. Grates are removable, traffic/load bearing, minimum thickness of 1½". Solid concrete slab (bottom slab) per Standard Detail 1255, page 2. Vendor shall provide a shop drawing prior to fabrication for County approval.		
Description	County Item #	Unit	Unit Cost
4' X 4' X 6" Concrete Slab with Manhole Ring & Cover	3838	EA	\$1,350.00
4' X 4' X 6" Concrete Slab Sloped with Manhole Ring & Cover	30749	EA	\$1,450.00
4' X 4' X 6" Concrete Slab with Grate & Frame		EA	\$1,200.00
4' X 4' X 6" Concrete Slab, Solid		EA	\$600.00
4' X 4' X 6" Concrete Slab, Type "C" Grate (STL/TRF/GALV), Frame (STL/PNT)		EA	\$2,400.00
4' X 5' X 6" Solid Concrete Slab	30744	EA	\$840.00
4' X 5' X 6" Concrete Slab with Manhole Ring & Cover	30745	EA	\$1,450.00
4' X 5' X 6" Concrete Slab with Grate & Frame	30746	EA	\$1,450.00

4' X 5' X 6" Concrete Slab Sloped, with Manhole Ring & Cover	30747	EA	\$1,550.00
5' X 5' X 6" Concrete Slab with Manhole Ring & Cover	3837	EA	\$1,500.00
5' X 5' X 6" Concrete Slab with Grate & Frame	3587	EA	\$1,700.00
5' X 5' X 6" Concrete Slab Sloped with Manhole Ring & Cover	30751	EA	\$1,500.00
5' X 5' X 6" Concrete Slab, Solid		EA	\$1,080.00
5' X 6' X 6" Concrete Slab with USF 1266BJ 4 slopes		EA	\$1,750.00
5' X 8' X 6" Precast Concrete Slab (Bicycle Pad Base)		EA	\$1,300.00
6' X 6' X 6" Concrete Slab Sloped with Manhole Ring & Cover	30753	EA	\$2,640.00
9' X 4' X 6" Top Slab, Inverted Ring & Cover		EA	\$2,640.00
9' X 5' X 6" Top Slab, Inverted, Ring & Cover		EA	\$2,880.00
Group 8	A-2000™ PVC Pipe -PVC A-2000 - ASTM F949		
Description	County Item #	Unit	Unit Cost
Contech A2000 15" – 22' Lengths		LF	\$44.00
Contech A2000 18" – 22' Lengths		LF	\$60.00
Contech A2000 24" – 22' Lengths		LF	\$95.00
UNSPECIFIED MATERIAL			
Provides a funding source for other minor related materials not listed above. These purchases will be negotiated as needed and require prior County Approval	\$25,000.00		