

AGREEMENT FOR "PIGGYBACK" PURCHASE

Contract Ref. #26-0082-PB Inliner Solutions Services - Piggyback

This Agreement ("Agreement") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("County") and Inliner Solutions LLC whose primary address is 4520 North State Road, Orleans, IN 47452 ("Contractor") (jointly, the "Parties").

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

WHEREAS, following a competitive procurement process, Houston-Galveston Area Council (HGAC) entered into an Agreement TP07-25 for Trenchless Pipeline Rehabilitation Services, effective July 1, 2025 (the "HGAC AGREEMENT"); and

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

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

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement.

1. The Agreement consists of this document including the attached Exhibits, and 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. Exhibit A titled Pinellas County Standard Terms & Conditions
 - b. Exhibit B titled Insurance Requirements
 - c. Exhibit C titled Pricing Proposal
 - d. Exhibit D titled HGAC Agreement
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.** The initial term of this Agreement is effective from the Effective Date through June 30, 2029. The Parties may extend this agreement in conjunction with any extensions made to the HGAC AGREEMENT by a mutually agreed upon written amendment to this Agreement. If the Parties desire to extend past the expiration date of the HGAC AGREEMENT, the Parties may do so by entering into a mutually agreed upon written amendment to this Agreement. The Agreement will not automatically renew.

C. **Expenditures Cap.** Payment and pricing terms for the initial and renewal terms are subject to the cost or fee schedule in Exhibit C. Notwithstanding the above, County expenditures under the Agreement will not exceed two million, five hundred thousand dollars and zero cents (\$2,500,000.00) for the Contract Term without a written amendment to this Agreement.

D. **Modifications to the HGAC AGREEMENT.**

1. **The County as the Contracting Party.** All references within the HGAC AGREEMENT to the Houston-Galveston Area Council will be interpreted as pertaining to the County. It is understood that wherever the words "HGAC," or other references to the Houston-Galveston Area Council that appear in the HGAC AGREEMENT, shall be read as "Pinellas County." Any term in the HGAC AGREEMENT that is applicable in law or fact solely to Houston-Galveston Area Council that cannot be reasonably applied to the County is severed from the Agreement, with no effect on the remaining terms.
2. **Insurance (Remove if not applicable)** The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in Exhibit B. The Contractor shall obtain and maintain, and require any subcontractor(s) to obtain and maintain, at all times during its performance of the Agreement in the amounts set forth in the noted exhibit. For Agreements with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.
3. **Paragraph Section 7 ("Contract Term/Multiple Awards/Usage") of the Request for Proposal #TP07-25 (Term)** is revised to clarify that, as between the County and Contractor, the "Effective Date" is the date listed above. Should the HGAC AGREEMENT terminate before the end of the term of the Agreement between the County and Contractor, all applicable terms of the conditions of the HGAC AGREEMENT incorporated herein will remain in full force and effect.
4. Article 3: Public Information is intentionally omitted from the Agreement.
5. Article 16: Audit is intentionally omitted from the Agreement.
6. Article 32: Conflict of Interest, subsection A (conflict of interest questionnaire) is intentionally omitted from the Agreement.
7. Article 32: Conflict of Interest, subsection B (certificate of interested parties form- form 1295) is intentionally omitted from the Agreement.
8. Article 48: Disputes is intentionally omitted from the Agreement.
9. Article 49: Choice of Law: Venue is intentionally omitted from the Agreement.

E. Notices are to be mailed and emailed to Pinellas County at the following:

Pinellas County
Attn: Arenee Smith
22211 US Highway 19 North
(727) 464-8921
asmith@pinellas.gov

F. ENTIRETY. This Agreement constitutes the entire agreement between the Parties. Signatures

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

For CONTRACTOR:

Signature

Print Name & Title Thomas Gottsegen, CLO/Asst. Secretary

Date 1/21/2026

For COUNTY:

Signature

Print Name & Title

Date

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

Exhibit A - Pinellas County Standard Terms & Conditions

Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 4/10/2025, posted at <https://pinellas.gov/county-standard-terms-conditions/> is incorporated into and made part of this Agreement.

Exhibit B - Insurance Requirements

The following insurance requirements are included in this agreement:

1. INSURANCE

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Contractor 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. Submittals should include the Contractor's current Certificate(s) of Insurance. If Contractor does not currently meet insurance requirements, Contractor 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 Contractor for award, the selected Contractor 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). 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.

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by COI360, the authorized Contractor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to COI360 c/o MDi Data at PinellasSupport@MDiclaims.io by the Contractor or their agent prior to the expiration date.
- 1) The Contractor shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Contractor of this requirement to provide notice. Regardless of notification, it remains the Contractor's obligation to, at all times, maintain the requisite insurance.
 - 2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this Bid, the Primary Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers'

Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Contractor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall;

- 1) require each subcontractor to be bound to the Contractor to the same extent the Contractor 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 the Contractor 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 subcontractor.
- 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 a 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;
- 7) identify the County as an intended third-party beneficiary of the subcontract. The Contractor 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.

E. 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 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.
- 4) All policies shall be written on a primary, non-contributory basis.

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

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

Limits

Employers' Liability Limits

Florida Statutory

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

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

Limits

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

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

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

- 4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above. No explosion, collapse, or underground damage exclusions allowed.

Limits

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

- 5) **Pollution Legal/Environmental Legal Liability Insurance** 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:

- a. 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, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c. 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.

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

Exhibit C - Pricing Proposal

**Attachment-A
Inliner Solutions, LLC
Contract: TP07-25
Trenchless Pipeline Rehabilitation Services**

| Supplier | Service Category | Catalog Description | HGACBuy Discount Off List Price |
|------------------------|--|---|---------------------------------|
| Inliner Solutions, LLC | A. Clean/TV & Evaluation for Gravity Pipelines | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |
| Inliner Solutions, LLC | D. Pipe Bursting Rehabilitation for Sewer Lines | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |
| Inliner Solutions, LLC | E. Pipe Bursting Rehabilitation for Water Lines | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |
| Inliner Solutions, LLC | F. Slip-lining with HDPE or FRP Rehabilitation | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |
| Inliner Solutions, LLC | G. Manhole and Structure Rehabilitation | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |
| Inliner Solutions, LLC | H. Excavation and Associated Items | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |
| Inliner Solutions, LLC | J. Bypass Pumping for Gravity Pipe and Associated Items | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |
| Inliner Solutions, LLC | L. Pressure Pipeline Bypass | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |
| Inliner Solutions, LLC | M. Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |
| Inliner Solutions, LLC | N. Restoration and Associated Items | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |
| Inliner Solutions, LLC | O. Additional Labor Rates and Traffic Control | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |
| Inliner Solutions, LLC | P. Crew Travel & Mobilization | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |
| Inliner Solutions, LLC | Q. Compression Fit HDPE Pipe Lining | ILS's TP07-25 Base Response Price List - Tab 2 - submitted May 2025 | List Price |

Exhibit D - HGAC Contract

Houston-Galveston Area Council (HGAC) Cooperative Agreement and Solicitation Documents can be found at the following link:

<https://www.hgacbuy.org/contracts/documents?contractid=1145>