

AGREEMENT FOR "PIGGYBACK" PURCHASE

Contract Ref. #26-0102-PB Outfall Maintenance Services

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 Bayside Dredging LLC whose primary address is 5035 Ulmerton Road, Clearwater, Florida 33760 ("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, City of Tampa entered into an Agreement for Bid #101100422 for Outfall Services, effective December 15, 2025 (the "City of Tampa Agreement"); and

WHEREAS, the County has elected to utilize resulting contract terms and pricing of the cooperative procurement or solicitation as reflected in the City of Tampa 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, 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. Composite Exhibit D titled City of Tampa Invitation to Bid & Agreement which includes:
 - i. City of Tampa Invitation to Bid for Bid No. 101100422, Outfall Maintenance Services dated September 20, 2022 (the "Tampa Invitation to Bid")
 - ii. City of Tampa Resolution No. 2022-1127
 - iii. City of Tampa Agreement with Bayside Dredging, LLC dated December 15, 2022 as subsequently renewed (the "City of Tampa Agreement")
 - e. Exhibit E titled Bond Packet
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 December 14, 2026. The Parties may extend this agreement in conjunction with any extensions made to the City of Tampa Agreement by a mutually agreed upon written amendment to this Agreement. If the parties desire to extend past the expiration date of the City of Tampa 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 nine-hundred thousand dollars and zero cents (\$900,000.00) without a written amendment to this Agreement.
- D. **Modifications to the City of Tampa Agreement.**
1. **The County as the Contracting Party.** All references within the City of Tampa Agreement to the City of Tampa will be interpreted as pertaining to the County. It is understood that wherever the words "City," or "City of Tampa," "Tampa," or other references to the City of Tampa that appear in the City of Tampa Agreement, shall be read as "Pinellas County." Any term in the City of Tampa Agreement that is applicable in law or fact solely to the City of Tampa that cannot be reasonably applied to the County is severed from the Agreement, with no effect on the remaining terms.
 2. **Insurance.** 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. **City of Tampa Agreement "Eighth" Section (Governing Law and Venue)** is revised to state that this Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
 4. **Exhibit D, City of Tampa Resolution No. 2022 1127 Section 3.** is revised to clarify that, as between the County and Contractor, the "Effective Date" is the date listed above. Should the

CITY OF TAMPA Agreement terminate before the end of the term of the Agreement between the County and Contractor, all applicable terms of the conditions of the City of Tampa Agreement incorporated herein will remain in full force and effect.

5. **Exhibit D(iii), City of Tampa Agreement with Bayside Dredging, LLC, "Twelfth" Section** is revised to substitute the following County contact information:

Pinellas County

Attn: Gayle May, CPPB, NIGP-CPP

400 S Ft Harrison

(727) 464-3795

gmay@pinellas.gov

6. **Exhibit D(ii), City of Tampa Invitation to Bid General Conditions for Outfall Maintenance Services Section 4.47 (Public Construction Bond)** is revised to require the Contractor to furnish Performance and Payment Bond upon the form provided herein, attached hereto as Exhibit E "Bond Packet." Submission of completed Bond Packet shall be provided to Pinellas County via email to gmay@pinellas.gov.

7. **Exhibit D(i), City of Tampa Invitation to Bid Technical Specifications for Outfall Maintenance Services Section 19 (Retainage) is omitted and deleted in its entirety.**

E. 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 *Bret Sapp*

Print Name & Title Bret Sapp President

Date 1-23-26

For COUNTY:

Signature

Print Name & Title

Date

APPROVED AS TO FORM

By: Amanda S. Coffey
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 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@MDicclaims.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.
 - 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

<u>Per Employee</u>	<u>\$ 500,000</u>
<u>Per Employee Disease Policy Limit</u>	<u>\$ 500,000</u>
<u>Disease</u>	<u>\$ 500,000</u>

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.

Limits

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

- 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) Watercraft Liability Insurance Watercraft liability is required if Excess or Umbrella Policy does not provide Watercraft Liability coverage.

Limits

<u>Each Occurrence</u>	<u>\$ 1,000,000</u>
<u>General Aggregate</u>	<u>\$ 1,000,000</u>

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

EXHIBIT C – PRICING PROPOSAL

Outfall Maintenance Services Line Item Tabulation Breakdown				
			BID # 101100422	
Item #	Description	quantity	unit price	total price
1	Inspection/Report per Outfall Pipe	800	\$ 250.00	\$ 200,000.00
2	Cleaning 0" - 24" Diameter Pipe	50	\$ 2,000.00	\$ 100,000.00
3	Cleaning 25" - 36" Diameter Pipe	7	\$ 2,200.00	\$ 15,400.00
4	Cleaning 37" - 48" Diameter Pipe	3	\$ 3,400.00	\$ 10,200.00
5	Cleaning 49" - 72" Diameter Pipe	4	\$ 5,200.00	\$ 20,800.00
6	Alluvial Fan Removal (CY)	3000	\$ 150.00	\$ 450,000.00
7	Hauling and Disposing of Waste/Veg Material (Ton)	1500	\$ 30.00	\$ 45,000.00
8	Mangrove Trimming (SY)	500	\$ 40.00	\$ 20,000.00
9	Box Culvert Cleaning 0 - 23 Square Feet	3	\$ 6,000.00	\$ 18,000.00
10	Box Culvert Cleaning 24 - 36 Square Feet	3	\$ 7,000.00	\$ 21,000.00

EXHIBIT D – CITY OF TAMPA INVITATION TO BID AND AGREEMENT

The City of Tampa Resolution No. 2022 1127 with executed Agreement and Bid #101100422 documents can be found in the Contract Documents at the following link:

<https://procurement.opengov.com/portal/pinellasfl/contracts/202924>