

## **AGREEMENT FOR "PIGGYBACK" PURCHASE**

**Contract Ref. #25-0101-PB** Heavy and Light Duty Vehicles and Equipment

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 EFE dba Less of Wesco Turf HQ whose primary address is 2101 Cantu, Sarasota, FL 34232 ("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, Omnia Partners entered into Agreement 2023261 for Grounds Maintenance Equipment, Parts, Accessories, Supplies and Related Services, effective April 1, 2024 (the "CITY OF MESA 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 MESA 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.** The Agreement consists of this document including:

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. Exhibit A - Pinellas County Standard Terms & Conditions
- c. Exhibit B - Insurance Requirements
- d. Exhibit C - Pricing Proposal
- e. Exhibit D – CITY OF MESA 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 April 30, 2025. The parties may extend this agreement in conjunction with any extensions made to the CITY OF MESA 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 MESA 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 \$21,707.40 for the contract term without a written amendment to this Agreement.

D. **Modifications to the CITY OF MESA Agreement.**


1. **The County as the Contracting Party.** All references within the CITY OF MESA AGREEMENT to the CITY OF MESA will be interpreted as pertaining to the County. It is understood that wherever the words "Sourcewell" or other references to the CITY OF MESA that appear in the CITY OF MESA AGREEMENT, shall be read as "Pinellas County." Any term in the CITY OF MESA AGREEMENT that is applicable in law or fact solely to the CITY OF MESA 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, 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.

E. **Entirety**

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:

Signature   
Print Name & Title Frank Pilman Director of Sales SFL  
Date 12/20/24

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 6/14/2023, 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 Vendor 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, Vendor 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.

Vendor shall provide 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 of the State of Florida 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.**

- A. 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 contract period.

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) should be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Vendor or their agent prior to the expiration date.

- 1) The Vendor 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 Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto: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.
- B. If subcontracting is allowed under this RFP, the 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. 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:
- 1) 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.

## EXHIBIT B INSURANCE REQUIREMENTS

- 2) Provide for the assignment of the subcontracts from the Vendor 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 subcontract; (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.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County.
- 6) 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 Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. 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:

- 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.

**EXHIBIT B  
INSURANCE REQUIREMENTS**

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

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

## EXHIBIT C - PRICING SCHEDULE

OMNIA Partners (IPA), City of Mesa Cooperative Contract Number: 2023261

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
3	1	39.51215.ACC	Accessories for KN, 4520Z Kubota WG972-GL	\$0.00	\$0.00	\$0.00
	1	39.55332	Ventrac ED202 Edger	\$2,760.00	\$2,539.20	\$7,617.60
	1	70.8020	Kit, Opt Blower ED	\$1,505.00	\$1,384.60	\$4,153.80
	3	47.0115	42 lb Suitcase Weight, Each	\$120.00	\$110.40	\$993.60
	1	VSETUP-OSW	Ventrac Setup Fee		\$212.75	\$638.25
	1	VDELIVERY-OSW	Ventrac Delivery Fee		\$212.75	\$638.25
			<b>Total</b>			<b>\$14,041.50</b>

<b>Terms:</b>	Net 30
Equipment Total	\$14,041.50
Sales Tax	\$0.00
<b>Totals:</b>	<b>\$14,041.50</b>

OMNIA Partners (IPA), City of Mesa Cooperative Contract Number: 2023261

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	39.51215.ACC	Accessories for KN, 4520Z Kubota WG972-GL	\$0.00	\$0.00	\$0.00
	1	39.55118	HQ, HQ682 Mower, Tough Cut	\$5,075.00	\$4,669.00	\$4,669.00
	1	70.8226	KIT, HYDRAULIC FLIP UP HQ682	\$550.00	\$506.00	\$506.00
	1	VSETUP-OSW	Ventrac Setup Fee		\$258.75	\$258.75
	1	VDELIVERY-OSW	Ventrac Delivery Fee		\$258.75	\$258.75
			<b>Total</b>			<b>\$5,692.50</b>

<b>Terms:</b>	Net 30
Equipment Total	\$5,692.50
Sales Tax	\$0.00
<b>Totals:</b>	<b>\$5,692.50</b>

Sub-Total \$19,734.00

Unspecified \$ 1,973.40

Grand Total \$21,707.40

**EXHIBIT D – OMNIA PARTNERS CONTRACT NO. 2023261**

<https://www.omniapartners.com/suppliers/the-toro-company/public-sector/contract-documents#c14669>