

**CONTRACT FOR SALE AND PURCHASE**  
**OF CORRUGATED METAL PIPE**

**THIS CONTRACT** made and entered into as of the 1<sup>st</sup> day of February, 2012, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein "County"), and **GULF ATLANTIC CULVERT COMPANY, INC.**, a Florida corporation, whose mailing address is Post Office Box 4002, Tallahassee, Florida 32315, (herein "Gulf Atlantic").

**WITNESSETH:**

**WHEREAS**, Gulf Atlantic has been selected by County as the successful bidder on County Bid No. 2011-U for the sale of corrugated metal pipe to the County upon the terms and conditions as hereinafter set forth; and

**WHEREAS**, the parties wish to enter into this Contract to memorialize their agreement.

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, and the mutual covenants and promises herein contained, County and Gulf Atlantic agree as follows:

1. Seller agrees to and shall sell to County, and County agrees to and shall purchase from Gulf Atlantic, in quantities needed by County various types of corrugated metal pipe as described and at the weights on attached Exhibit "A." County shall not be required to purchase any minimum or maximum amount of pipe from Gulf Atlantic, but whatever quantity may be purchased by County in County's sole discretion shall be sold by Gulf Atlantic to County at the unit cost provided in Exhibit "A."

2. The initial term of this Contract shall be one (1) year beginning as of the effective date of this Contract and ending exacting twelve (12) months thereafter. This Contract shall automatically renew on the anniversary date of the Contract and each anniversary date thereafter for a total of four (4) extensions (total 5-year term) unless either party gives the other party written notice of its intention to terminate the Contract no less than thirty (30) days prior to the anniversary date of the Contract, including the initial term and any extensions thereof.

3. Except as otherwise in conflict with this Contract, the terms and conditions of the bid specifications of Bid No. 2011-U shall by reference be an integral part of this Contract and the parties will abide by said terms and conditions.

4. All pipe purchased by the County shall be FOB delivered by Gulf Atlantic to County's Public Works yard in Columbia County, Florida, unless delivery is otherwise directed by the County. All pipe properly ordered by County shall be delivered by Gulf Atlantic or its representative to the County within ten (10) business days.

5. County shall provide Gulf Atlantic with its sale tax exempt information, and County shall not be required to pay sales tax on the purchase.

6. Gulf Atlantic warrants and represents it is or will be the owner of the pipe, has good title to the pipe, and has the right to sell the pipe to County, free and clear of all liens and encumbrances. Gulf Atlantic will indemnify and hold County harmless as to any liens or encumbrances against the pipe. Gulf Atlantic further warrants to County that all pipe shall be free of any defects and is expressly warranted as to its quality, construction, and fitness for the use intended.

7. When requested by the County, Gulf Atlantic will provide the County with a full warranty bill of sale, and other documents reasonably requested by the County evidencing County's purchase, payment, and ownership of the pipe purchased by the County and delivered by Gulf Atlantic.

8. Gulf Atlantic agrees to defend, indemnify and hold harmless County as to any claims, judgments, losses, or damages against the County resulting from Gulf Life's default under this Contract, negligence, acts or omissions regarding the pipe purchased by County.

9. Gulf Atlantic represents and warrants to County that it is presently and will remain a corporation in good standing, duly authorized to do business in the State of Florida; that Gulf Atlantic's governing board has authorized the officer or officers executing this Contract to enter into this Contract; and that the Contract is otherwise binding upon Gulf Atlantic.

10. In the event of default by either party under the terms of this Contract, the defaulting party shall be liable for and agrees to pay all reasonable costs and expenses incurred in the enforcement of this Contract, including reasonable attorney's fees.

11. The covenants herein contained shall bind, and the benefit and advantage shall inure to the respective successors and assigns of the parties hereto.

12. This Contract and the warranties and representations contained herein shall survive the termination of this Contract where the same is intended to do so. This Contract may not be assigned by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Lisa K.B. Roberts  
Witness

Lisa K.B. Roberts

Print or type name

Penny Stanley  
Witness

Penny Stanley

Print or type name



Signed, sealed and delivered  
in the presence of:

Jennifer Weaver  
Witness

Jennifer Weaver  
Print or type name

Larry Buchanan  
Witness

Larry Buchanan  
Print or type name

COLUMBIA COUNTY, FLORIDA

By: Scarlet P. Frisina  
Scarlet P. Frisina, Chair

BCC Approved: 1/19/12

ATTEST: P. DeWitt Cason  
P. DeWitt Cason, Clerk of Court

(SEAL)

Gulf Atlantic Culvert Co., Inc.

By: Francis Wallace

Print: President FRANK WALLACE

Title: President

# Columbia County Bid Form

## Bid No. 2011-U

Company Name: Gulf Atlantic Culvert Company, Inc.  
 Address: P.O. Box 4002 Tallahassee, FL 32315  
 Telephone/Fax Number: Phone: 850-562-2384 Fax: 850-562-5324

Corrugated Metal Round Pipe Mitered End Sections 4:1 Slope With Anchors		
Description	Est. Qty	Unit Cost
18" Dia. Gauge 16, 8' Length	36	12.92 /LFT
24" Dia. Gauge 16, 10' Length	20	16.67 /LFT
30" Dia. Gauge 14, 12' Length	6	24.29 /LFT
36" Dia. Gauge 14, 14' Length	6	28.67 /LFT

Corrugated Metal Round Pipe Asphalt Coated Mitered End Sections 4:1 Slope With Anchors		
Description	Est. Qty	Unit Cost
18" Dia. Gauge 16, 8' Length	18	14.41 /LFT
24" Dia. Gauge 16, 10' Length	14	18.53 /LFT
30" Dia. Gauge 14, 12' Length	4	26.52 /LFT

Corrugated Metal Round Pipe Plain Galvanized		
Description	Est. Qty	Unit Cost
18" Dia. Gauge 16, 14-30' Length	20	10.49 /LFT
24" Dia. Gauge 16, 16-30' Length	12	13.90 /LFT
30" Dia. Gauge 14, 20-30' Length	6	21.39 /LFT
36" Dia. Gauge 14, 20-30' Length	2	25.60 /LFT
42" Dia. Gauge 12, 20-30' Length	2	42.98 /LFT
48" Dia. Gauge 12, 20-30' Length	2	49.66 /LFT
54" Dia. Gauge 12, 20-30' Length	2	55.81 /LFT
60" Dia. Gauge 10, 20-30' Length	2	77.34 /LFT

Corrugated Metal Round Pipe Asphalt Coated		
Description	Est. Qty	Unit Cost
18" Dia. Gauge 16, 14-30' Length	18	11.98 /LFT
24" Dia. Gauge 16, 16-30' Length	8	15.76 /LFT
30" Dia. Gauge 14, 20-30' Length	4	23.62 /LFT

*Bill Hill*  
 Sales Rep.  
 Gulf Atlantic Culvert

EXHIBIT

*A*

# Columbia County Bid Form

## Bid No. 2011-U

Company Name: Gulf Atlantic Culvert Company, Inc  
 Address: P.O. Box 4002 Tallahassee, FL 32315  
 Telephone/Fax Number: Phone: 850.562.2384 Fax: 850.562.5324

Corrugated Metal Arch Pipe Asphalt Coated Mitered End Sections 4:1 Slope With Anchors			
Description	Est. Qty	Unit Cost	
21" Dia.x15", Gauge 16, 8' Length	20	14.93	/LFT
28" Dia.x20", Gauge 16, 9' Length	8	19.32	/LFT
35" Dia.x24", Gauge 14, 11' Length	4	27.39	/LFT
42" Dia.x29", Gauge 14, 12' Length	4	32.13	/LFT

Corrugated Metal Arch Pipe Plain Galvanized			
Description	Est. Qty	Unit Cost	
21" Dia.x15", Gauge 16, 14-30' Length	40	11.14	/LFT
28" Dia.x20", Gauge 16, 16-30' Length	20	14.63	/LFT
35" Dia.x24", Gauge 14, 20-30' Length	6	22.19	/LFT
42" Dia.x29", Gauge 14, 20-30' Length	6	26.61	/LFT

Corrugated Metal Arch Pipe Mitered End Sections			
Description	Est. Qty	Unit Cost	
21" Dia.x15", Gauge 16, 8' Length	14	13.44	/LFT
28" Dia.x20", Gauge 16, 9' Length	6	17.46	/LFT
35" Dia.x24", Gauge 14, 11' Length	4	25.16	/LFT
42" Dia.x29", Gauge 14, 12' Length	4	29.53	/LFT

Corrugated Metal Arch Pipe Asphalt Coated			
Description	Est. Qty	Unit Cost	
21" Dia.x15", Gauge 16, 14-30' Length	12	12.63	/LFT
28" Dia.x20", Gauge 16, 16-30' Length	4	16.41	/LFT
35" Dia.x24", Gauge 14, 20-30' Length	4	24.42	/LFT

*Bill Hill*

Sales Rep

Gulf Atlantic Culvert Co.

# Columbia County Bid Form

## Bid No. 2011-U


Company Name: Gulf Atlantic Culvert Company, Inc.Address: P.O. Box 4002 Tallahassee, FL 32315Telephone/Fax Number: Phone: 850-562-2324 Fax: 850-562-5324

Corrugated Metal Round Pipe Plain Galvanized Bands, Each 12" Wide			
Description	Est. Qty	Unit Cost	
18" Dia. Gauge 18	20	10.45	EA.
24" Dia. Gauge 18	12	13.84	EA.
30" Dia. Gauge 16	6	17.24	EA.
36" Dia. Gauge 16	6	21.16	EA.
42" Dia. Gauge 16	3	24.79	EA.
48" Dia. Gauge 16	3	28.47	EA.
54" Dia. Gauge 16	2	31.08	EA.
60" Dia. Gauge 16	2	35.29	EA.

Corrugated Metal Round Pipe Flat Dimple Plain Galvanized Bands, Each 12" Wide			
Description	Est. Qty	Unit Cost	
18" Dia. Gauge 18	24	20.90	EA.
24" Dia. Gauge 18	12	22.68	EA.
30" Dia. Gauge 16	6	34.48	EA.
36" Dia. Gauge 16	6	42.32	EA.
42" Dia. Gauge 16	3	49.58	EA.
48" Dia. Gauge 16	3	56.94	EA.
54" Dia. Gauge 16	2	62.16	EA.
60" Dia. Gauge 16	2	70.58	EA.

Corrugated Metal Round Pipe Asphalt Coated Bands, Each 12" Wide			
Description	Est. Qty	Unit Cost	
18" Dia. Gauge 18	6	11.97	EA.
24" Dia. Gauge 18	6	15.74	EA.
30" Dia. Gauge 16	6	19.51	EA.

Corrugated Metal Round Pipe Flat Dimple Asphalt Coated Bands, Each 12" Wide			
Description	Est. Qty	Unit Cost	
18" Dia. Gauge 18	12	23.94	EA.
24" Dia. Gauge 18	6	31.48	EA.
30" Dia. Gauge 16	6	39.02	EA.



Sales Rep.

Gulf Atlantic Culvert Co.

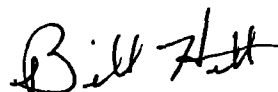
# Columbia County Bid Form

## Bid No. 2011-U

Company Name: Gulf Atlantic Culvert Company Inc.Address: P.O. Box 4002 Tallahassee, FL 32315Telephone/Fax Number: Phone: 850 562-2384 Fax: 850 562-5324

Corrugated Metal Arch Pipe Plain Galvanized Bands, Each 12" Wide			
Description	Est. Qty	Unit Cost	
21" Dia.x15", Gauge 18	20	11.10	EA.
28" Dia.x20", Gauge 18	6	14.57	EA.
35" Dia.x24", Gauge 16	6	18.04	EA.
42" Dia.x14", Gauge 16	6	22.17	EA.

Corrugated Metal Arch Pipe Asphalt Coated Bands, Each 12" Wide			
Description	Est. Qty	Unit Cost	
21" Dia.x15", Gauge 18	12	12.62	EA.
28" Dia.x20", Gauge 18	6	16.47	EA.
35" Dia.x24", Gauge 16	6	20.31	EA.



Sales Rep

Gulf Atlantic Culvert Co.