

**AGREEMENT FOR STORM WATER DRAINAGE PIPE REHABILITATION**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Pinellas County, Florida a Florida Municipal corporation (the County) and Layne Inliner, LLC, a Florida Corporation with its principal place of business located at 2531 Jewett Lane, Sanford, FL 32771-1677 (Contractor).

WHEREAS, when in its best interest, the City may contract with vendors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a “piggyback” procedure; and

WHEREAS, the City desires to conduct certain gravity line sewer rehabilitation as depicted on the Scope of Work attached as *Exhibit A* (the Project); and

WHEREAS, Contractor was the successful competitive bidder to the Pinellas County **Invitation to Bid No. 134-0252-CP** for rehabilitation of gravity main structures by liner system a copy of which is attached as *Exhibit B* (the ITB); and

WHEREAS, a copy of Contractor’s bid, the bid tabulation, and Pinellas County award is attached hereto as *Composite Exhibit C*; and

WHEREAS, Contractor represents and warrants that Contractor has acted at all times in accordance with the provisions of Florida law with respect to the IFB and its bid thereon; and

WHEREAS, as the successful competitive bidder to the IFB, Contractor entered into a contract with the Pinellas County, Florida which is attached hereto as *Exhibit D* (Pinellas County Contract); and

WHEREAS, the Contractor is willing to perform the Project on the same terms as the Pinellas County Contract; and

WHEREAS, the City and Contractor desire to enter into this Agreement to accomplish the Project on the same specifications as the Pinellas County Contract.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The above recitals and all exhibits hereto are true and correct and incorporated herein by reference.
  
2. The terms and conditions of the Pinellas County Contract are hereby incorporated into this Agreement by reference. Contractor shall complete the Project using the same design, specifications, and on the same terms and conditions as set forth in the Pinellas County Contract, except as specifically modified herein and as depicted in **Exhibit A** to account for the particular details of the Project with the City. Such modifications shall not include a modification to the unit prices bid on the Pinellas County Contract. Contractor’s work on the Project shall be at the

same unit prices as the Pinellas County Contract, but shall not exceed Fifty-five Thousand Dollars and NO/100 (\$55,000)

3. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified return receipt requested mail, addressed to the following:

**To the City:**  
City of New Port Richey  
Attention: Mr. Mayor  
5919 Main Street  
New Port Richey, FL 34652

**To Contractor:**  
Layne Inliner, LLC  
Attention: Michael Cannon  
2531 Jewett Lane  
Sanford, FL 32771

***With required copy to:***  
City of New Port Richey  
Attention: Tim Driscoll  
5919 Main Street  
New Port Richey, Florida 34652

4. Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

5. The Parties represent and warrant that the persons executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

*Attest:*

CITY OF NEW PORT RICHEY:

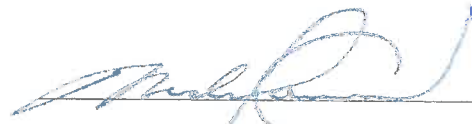
\_\_\_\_\_  
*Judy Meyers, City Clerk*

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

CONTRACTOR:



\_\_\_\_\_  
Print Name: Michael Cannon, P.E.

Title: District Manager



# WORK PROPOSAL



**DATE:** October 19, 2016  
**SUBMITTED TO:** City of New Port Richey  
6132 Pine Hill Road  
New Port Richey, FL 34668

**Attention:** | Zach Thull, Utilities Operations Manager

**JOB LOCATION:** Fairwood Avenue Storm Line

**We propose** hereby to furnish material and labor - complete in accordance with specifications below, for the sum of  
**Fifty One Thousand One Hundred Ninety Dollars and Zero Cents (\$51,190.00)**

**Payment terms - 100% within thirty (30) days upon completion and acceptance.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: this proposal may be withdrawn by us if not accepted within thirty (30) days.

**We hereby submit specifications and estimates as follows:**

Layne Inliner, LLC shall supply all equipment, materials and labor to install liner as follows:

Description	Quantity	Unit	Price	Total
Pipe Cleaning Med 21" to 42"	500	LF	\$3.00	\$1,500.00
Pipe Cleaning Special Cleaning 15" to 21"	30	LF	\$3.00	\$90.00
Install 18" x 9 mm CIPP Diameter Pipe	30	LF	\$70.00	\$2,100.00
Install 24" x 10.5 mm CIPP Diameter Pipe	500	LF	\$95.00	\$47,500.00
			<b>TOTAL</b>	<b>\$51,190.00</b>

**NOTES:**

1. All Liner to be installed as per manufacturers and ASTM specifications and in accordance with the Pinellas County Contract 134-0252-CP Specifications.
2. It is understood that all footages and laterals are estimated and will be adjusted if warranted.
3. This proposal is subject to Pre-TV inspection by Layne Inliner, LLC indicating the line conditions are acceptable for installation of Liner.
4. Price quoted does not include point repairs if required prior to installing Liner.
5. Layne Inliner, LLC shall furnish the City of New Port Richey with a final TV tape of rehabilitated storm line(s).
6. Water for miscellaneous cleaning and liner installation to be provided by the City of New Port Richey.
7. Price quoted includes light cleaning of the lines only.
8. Proposal does not include Maintenance of Traffic.
9. Proposal does not include bonds or permit fees. Bonds, if required, will be invoiced at 1.5% of the total. Permit fees, if any, will be invoiced at cost.

Signature

**J. Alan Smith, Project Manager**

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Exhibit A  
The Project (Scope of Work for New Port Richey)



# NEW PORT RICHEY

N STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

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## Scope of Work

The City of New Port Richey is on the western coastal side of Florida, within the Tampa metro area, located in Pasco County and covers 5.5 square miles. The city has an aging infrastructure including the storm water drainage utilities. There are currently 40 miles of storm lines that the city maintains. Due to heavy summer and fall rain, this utility proves to be crucial to the public and the city. With the proper inspections and proactive maintenance this can be an infrastructure that will last decades to come.

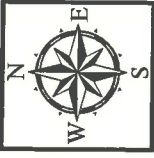
The project consists of two areas with a total of 530 feet of existing drainage pipes. One area will be in Woodridge Estates consisting of two 24" reinforced concrete drainage pipes equaling 500 feet. The second area will be in the Tropic Shores area consisting of one 18" corrugated metal drainage pipe equaling 30 feet.





# City of New Port Richey 2017 Stormwater Lining





City of New Port Richey 2017 Stormwater Lining

**Legend**

- Stormwater Lines
- Stormwater Lines for 16/17

5450

5444

TROPIC DR

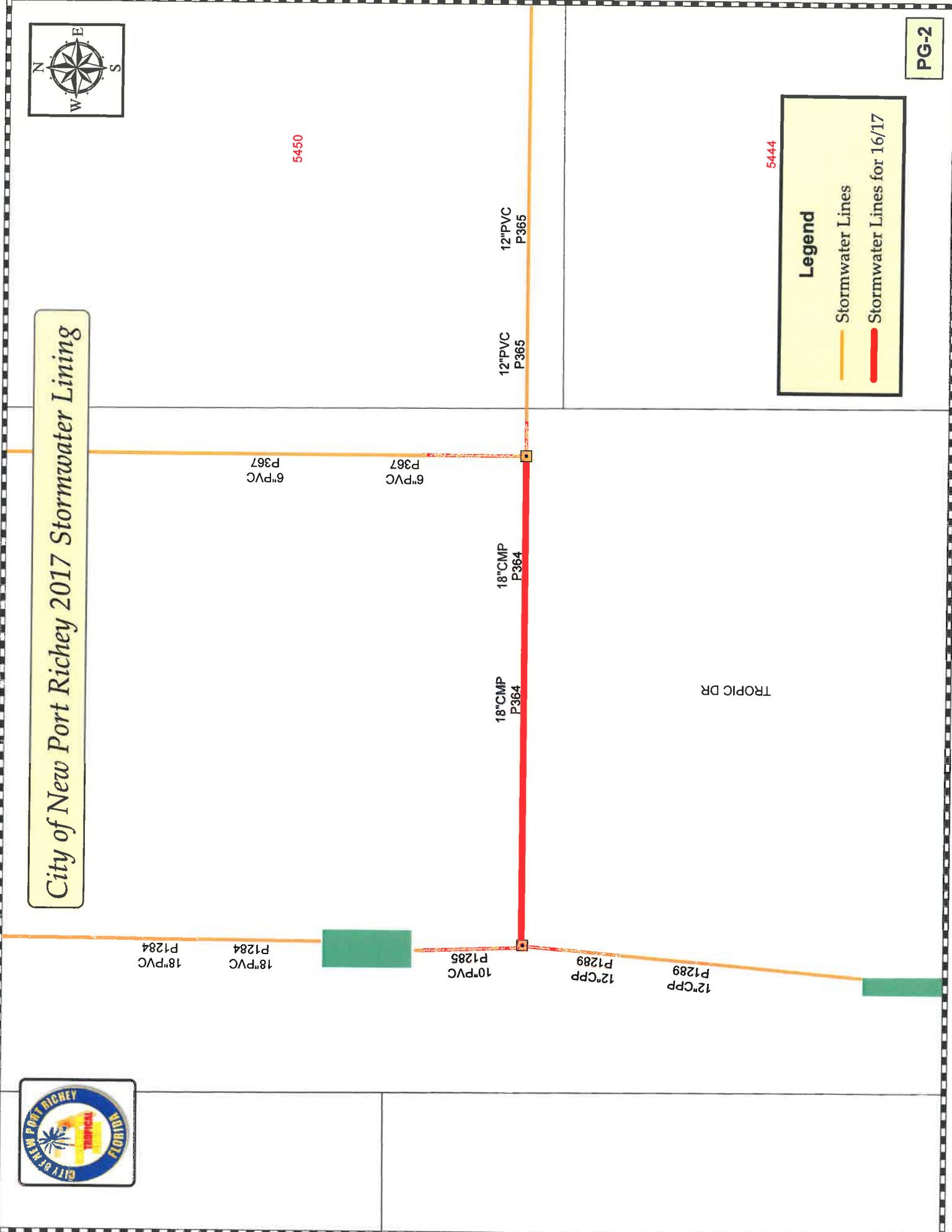

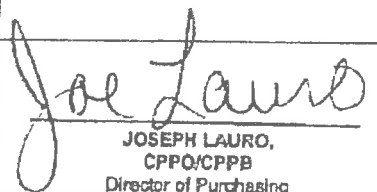


Exhibit B  
ITB

<b>SUBMIT TO:</b> PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING - 6 <sup>TH</sup> FLOOR CLEARWATER, FL 33756		 <b>INVITATION TO BID</b>	<b>BID NUMBER: 134-0252-CP(DF)</b>
<b>ISSUE DATE:</b> April 11, 2014	<b>TITLE:</b> Storm Sewer Cured-in-Place Pipelining (1922A)		
<b>SUBMITTAL DUE:</b> June 12, 2014 @ 3:00 P.M.			
AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE. BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED		<b>PRE-BID DATE &amp; LOCATION:</b> NOT APPLICABLE	
<b>DEADLINE FOR WRITTEN QUESTIONS:</b> June 2, 2014 BY 3:00 P.M.	<b>SUBMIT QUESTIONS TO:</b> David Fechter AT dflechter@pinellascounty.org Phone: 727-464-3154 Fax: 727-464-3825		
Engineering Estimate \$3,000,000.00  Plans Prepared by: N/A  Engineer/Project Manager is: Rahim Harji, DEI	<b>THE MISSION OF PINELLAS COUNTY</b> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.		 JOSEPH LAURO, CPPQ/CPPB Director of Purchasing

**NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE. THIS FORM MUST BE RETURNED WITH YOUR BID**

Awards of bids for construction services with an engineering estimate in excess of \$100,000 will only be made to Bidders who have pre-qualified with Pinellas County for Road, Street and Storm Sewer and/or Water and Sanitary Sewer type category construction in the amount of \$1,000,000.00, or those that are prequalified by the Florida Department of Transportation (FDOT) in an equivalent category, in the amount that equals or exceeds their bid. Only those bids from Bidders that meet the pre-qualification requirements from either Pinellas County or FDOT prior to a bid opening will be considered.

**BIDDER MUST COMPLETE THE FOLLOWING**

Bidders are cautioned that the policy of the Board of County Commissioners, Pinellas County, is to accept the lowest responsible bid received meeting Specifications. No changes requested by a Bidder due to an error in pricing will be considered after bid opening date as advertised. By signing this proposal form Bidders are attesting to their awareness of this policy and are agreeing to all other bid terms and conditions including all insurance requirements.

PAYMENT TERMS: 100 % 30 DAYS, NET PER F.S. 218.735

<u>LAYNE INLINER, LLC</u> BIDDER (COMPANY NAME):	<u>LAYNE INLINER, LLC</u> D/B/A
<u>2531 JEWETT LANE</u> Mailing Address	<u>SANFORD, FL 32771</u> City, State Zip
<u>MIKE.CANNON@LAYNE.COM</u> Company Email Address	<u>407-472-0014 407-472-0099</u> Phone
<u>LAYNE INLINER, LLC</u> Remit To Name (as Shown on Company Invoice)	<u>MICHAEL CANNON DISTRICT MANAGER</u> <u>MIKE.CANNON@LAYNE.COM</u> Printed Contact Representative/Title/Email

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

I HEREBY AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS OF THIS BID INCLUDING INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

[Signature]  
 AUTHORIZED SIGNATURE

MARK HARRIS, V.P.  
 PRINT NAME & TITLE

We, the above signed, hereby declare that no person or persons, firm or corporation, other than the above signed, are interested in this proposal, as principals, and this Proposal is made without collusion with any person, firm or corporation, and we have carefully to our full satisfaction examined the Special Provisions and form of Agreement and Bond, together with approved Plans and Specifications for the above described Project, and we have made a full examination of the location of the proposed Work and source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that quantities shown herewith are approximate only, and we will fully complete all necessary Work in accordance with Plans and Specifications and requirements under the terms of the Design Professional/Engineer, within the Agreement Amount and Agreement Period specified in this Proposal for the following unit values.

**BID BOND****TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183**CONTRACTOR:***(Name, legal status and address)*Layne Inliner, LLC  
2531 Jewett Lane  
Sanford, FL 32771**SURETY:***(Name, legal status and principal place of business)*Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183**OWNER:***(Name, legal status and address)*Pinellas County  
400 South Fort Harrison Avenue  
Clearwater, FL 33756**BOND AMOUNT:** Five Percent (5%) of the Amount of the Bid--**PROJECT:***(Name, location or address, and Project number, if any)*

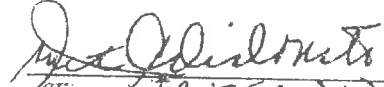
Bid No. 134-0252-CP(DF) / Storm Sewer Cured-in-Place Pipelining (PID #1922A)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of June, 2014

  
(Witness) JANET C. DI DONATO

  
(Witness) Deborah A. Yates

Layne Inliner, LLC  
(Principal) \_\_\_\_\_ (Seal)

(Title) MARK HARRIS, V.P.

Travelers Casualty and Surety Company of America  
(Surety) \_\_\_\_\_ (Seal)

(Title) Steven M. Garrett, Attorney-in-Fact

  
RESIDENT AGENT

Robert Corley McLendon  
Fisher-Brown, Inc.  
144 Harrison Avenue  
Panama City, FL 32401



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227601

Certificate No. 005853228

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah A. Yates, Steven M. Garrett, William A. Kantlehner III, Thomas J. Mitchell, Jeffrey A. Brown, Diane L. Phelps, S. Annette Mullet, Roger A. Neal, Linda Kapfhammer, and Stuart P. Peterson

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. Not limited to a specific dollar amount.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April 2014

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 4th day of April 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

<b>SECTION C – INSURANCE REQUIREMENTS</b>
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**SECTION C - INSURANCE REQUIREMENTS:**

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this section, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**

a) Within 10 days following notice from County Purchasing Department of intent to recommend proposer for award as lowest, responsive, responsible proposer, the Proposer must provide Certificate(s) of Insurance and endorsement(s) in accordance with the insurance requirements listed below and/or verification from their Risk Manager or agent that any required insurance not provided at that time will be in place within 10 days of award and prior to commencement of work. Proposer shall email certificate and/or verification notice to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). It is imperative that proposer include unique identifier, which will be supplied by County Purchasing Department. If proposer chooses to send verification in lieu of certificate, within ten (10) calendar days after Proposer's receipt of notice of award, the Proposer shall e-mail properly executed and approved Certificate(s) of Insurance to evidence compliance with the insurance requirements of the agreement to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com); It is imperative that proposer include the organization's unique identifier, which will be provided upon notice of award. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3. c) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

**Failure to provide the required insurance and/or verification within a ten (10) day period following the determination or recommendation of lowest responsive, responsible proposer may result in the County disqualifying the Proposal, vacating the original determination or recommendation and proceeding with recommendation to the second lowest, responsive, responsible proposer.**

b) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. 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 RFP and/or contract period.

c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured. For projects that include services for others, or involve work in right-of ways of other entities, such as the State of Florida, municipalities or Appointing Authorities, those entities shall also be endorsed as additional insureds on the appropriate insurance policies.

d) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

**SECTION C – INSURANCE REQUIREMENTS**

e) The County reserves the right to amend insurance requirements during the term of the agreement due to, but not limited to changes in Federal or State Statutes and/or change in risk due to contract amendments.

f) If subcontracting is allowed under this F-RFP, the Prime Proposer 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, adequate 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 Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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; (5) provide 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; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer 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.

g) 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. If respondent is a Joint Venture per Section A.12 of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage. County reserves the right to tailor insurance requirements if award is made to a Joint Venture.
- (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) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s). For projects that include services for others, or involve work in right-of ways of other entities, such as the State of Florida, municipalities or Appointing Authorities, Waivers of subrogation shall be in favor of those entities on the appropriate insurance policies.

h) 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

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

<b>SECTION C – INSURANCE REQUIREMENTS</b>
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- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Policy shall not contain an Explosion, Collapse or Underground (x,c,u) exclusion; nor shall there be a crane weight, jig or boom exclusion.

## Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
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 Proposer 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 Proposer 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 (A), (B), and (C) above:

## Limits

Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

- (5) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

## Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy 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 Professional Liability and other coverage combined.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2015

8/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC# 16535
	INSURER B: American Zurich Insurance Company	40142
	INSURER C: American Guarantee and Liab. Ins. Co.	26247
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES LAYIN01 CERTIFICATE NUMBER: 13055783 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> X,C,U COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 5817438-01	8/1/2014	8/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAP 5817437-01	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	AUC 3807886-10	8/1/2014	8/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 5817439-02 (AOS) WC 5817440-02 (W) STOPGAP(ND,OH,WA,WY)	8/1/2014 8/1/2014 8/1/2014	8/1/2015 8/1/2015 8/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: CONTRACT NO. 134-0252-CP(DF), PID NO. 1922A, STORM SEWER CURED-IN-PLACE PIPELINING - VARIOUS LOCATIONS, PINELLAS COUNTY, FLORIDA; PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS ARE INCLUDED AS ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND EXCESS LIABILITY ON A PRIMARY NON-CONTRIBUTORY BASIS IF REQUIRED BY SIGNED, WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES IF REQUIRED BY SIGNED, WRITTEN CONTRACT AND WHERE ALLOWED BY LAW.

**CERTIFICATE HOLDER**

13055783  
 PINELLAS COUNTY  
 C/O EBIX BPO  
 PO BOX 257  
 PORTLAND MI 48875-0257

**CANCELLATION** See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: GLO 5817438-01

COMMERCIAL GENERAL LIABILITY

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name Of Additional Insured Person(s)**

**Location(s) Of Covered Operations  
Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR ANY LOCATIONS WHERE YOU HAVE AGREED TO WHICH YOU ARE REQUIRED TO PROVIDE THROUGH WRITTEN CONTRACT, AGREEMENT, OR ADDITIONAL INSURED STATUS IN A WRITTEN PERMIT, EXECUTED PRIOR TO THE LOSS, TO CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH FOR COMPLETED OPERATIONS. CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

Layne Christensen Company

© ISO Properties, Inc., 2004

POLICY NUMBER: GLO 5817438-01

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s)</b>	<b>Location And Description Of Completed Operations Or Organization(s) :</b>
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATIONS WHERE YOU HAVE AGREED THROUGH WRITTEN CONTRACT, AGREEMENT, OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04  
Layne Christensen Company

© ISO Properties, Inc., 2004

POLICY NUMBER: BAP 5817437-01

COMMERCIAL AUTO  
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:  
Countersigned By:

Named Insured: LAYNE INLINER, LLC

(Authorized Representative)

### SCHEDULE

Name of Person(s) or Organization(s) :

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement. )

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

CA 20 48 02 99 © Insurance Services Office, Inc., 1998



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2015

8/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No., Ext.):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 2052 LAYNE INLINER, LLC 2531 JEWETT LANE SANFORD FL 32771	INSURER A:	Catlin Specialty Insurance Company 15989
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES LAYIN01 CERTIFICATE NUMBER: 13055791 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	CPL-689473-0815	8/1/2014	8/1/2015	\$1,000,000 EACH OCC.; \$1,000,000 AGGREGATE.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: CONTRACT NO. 134-0252-CP(DP), PID NO. 1922A, STORM SEWER CURED-IN-PLACE PIPELINING - VARIOUS LOCATIONS, PINELLAS COUNTY, FLORIDA

**CERTIFICATE HOLDER**

13055791  
 PINELLAS COUNTY  
 C/O EBIX BPO  
 PO BOX 257  
 PORTLAND MI 48875-0257

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Comp. Exhibit C  
Contractor's bid, bid tabulation, and County award

**SECTION E – BID SUBMITTAL FORM**

**SECTION E -BID SUBMITTAL FORM:**

**Bid Title: Storm Sewer Cured-In-Place Pipelining (PID No. 1922A)**

**Bid Number: 134-0252-CP(DF)**

**PLEASE SEE ATTACHMENT TO THE INVITATION TO BID TITLED “SECTION E- BID SUBMITTAL SHEETS”**

**BID SUBMITTAL SHEETS (SCHEDULE OF VALUES)**

**BID #: 134-0252-CP (DF)**

**Bid Title : STORM SEWER CURED-IN-PLACE PIPELINING**

**PID 001922A**

Group	Line No.	Pay Item No.	DESCRIPTION	Unit	36-Month Quantity	Unit Price	Extended Total
			<b>GENERAL ITEMS</b>				
	1	101-0100-0050	Mobilization - Work Order Combined Value \$0 - \$50,000	EA	10	1,500.00	\$ 15,000.00
	2	101-0100-0125	Mobilization - Work Order Combined Value \$50,001 - \$125,000	EA	15	0.01	\$ 0.15
	3	101-0100-9999	Mobilization - Work Order Combined Value greater than \$125,000	EA	10	0.01	\$ 0.10
	4	460-101-0015	Pipe Cleaning - Light Cleaning - 0 - 1/4 diameter of pipe (15" or less)	LF	900	1.00	\$ 900.00
	5	460-101-1521	Pipe Cleaning - Light Cleaning - 0 - 1/4 diameter of pipe (> 15" - 21")	LF	1,200	1.00	\$ 1,200.00
	6	460-101-2142	Pipe Cleaning - Light Cleaning - 0 - 1/4 diameter of pipe (> 21" - 42")	LF	3,000	1.50	\$ 4,500.00
	7	460-101-4254	Pipe Cleaning - Light Cleaning - 0 - 1/4 diameter of pipe (> 42" - 54")	LF	200	1.75	\$ 350.00
	8	460-101-5499	Pipe Cleaning - Light Cleaning - 0 - 1/4 diameter of pipe (> 54")	LF	200	2.25	\$ 450.00
	9	460-102-0015	Pipe Cleaning - Medium Cleaning - 1/4 - 1/2 diameter of pipe (15" or less)	LF	900	1.50	\$ 1,350.00
	10	460-102-1521	Pipe Cleaning - Medium Cleaning - 1/4 - 1/2 diameter of pipe (> 15" - 21")	LF	1,200	2.00	\$ 2,400.00
	11	460-102-2142	Pipe Cleaning - Medium Cleaning - 1/4 - 1/2 diameter of pipe (> 21" - 42")	LF	3,000	3.00	\$ 9,000.00
	12	460-102-4254	Pipe Cleaning - Medium Cleaning - 1/4 - 1/2 diameter of pipe (> 42" - 54")	LF	200	4.00	\$ 800.00
	13	460-102-5499	Pipe Cleaning - Medium Cleaning - 1/4 - 1/2 diameter of pipe (> 54")	LF	200	6.00	\$ 1,200.00
	14	460-103-0015	Pipe Cleaning - Heavy Cleaning - greater than 1/2 diameter of pipe (15" or less)	LF	1,800	2.00	\$ 3,600.00
	15	460-103-1521	Pipe Cleaning - Heavy Cleaning - greater than 1/2 diameter of pipe (> 15" - 21")	LF	2,400	3.00	\$ 7,200.00
	16	460-103-2142	Pipe Cleaning - Heavy Cleaning - greater than 1/2 diameter of pipe (> 21" - 42")	LF	6,000	5.00	\$ 30,000.00
	17	460-103-4254	Pipe Cleaning - Heavy Cleaning - greater than 1/2 diameter of pipe (> 42" - 54")	LF	400	10.00	\$ 4,000.00
	18	460-103-5499	Pipe Cleaning - Heavy Cleaning - greater than 1/2 diameter of pipe (> 54")	LF	400	12.00	\$ 4,800.00
	19	460-104-0015	Pipe Cleaning - Special Cleaning (15" or less)	LF	400	2.00	\$ 800.00
	20	460-104-1521	Pipe Cleaning - Special Cleaning (> 15" - 21")	LF	400	3.00	\$ 1,200.00
	21	460-104-2142	Pipe Cleaning - Special Cleaning (> 21" - 42")	LF	400	4.00	\$ 1,600.00

A

Line No.	Group	Pay Item No.	DESCRIPTION	Unit	36-Month Quantity	Unit Price	Extended Total
22		460-104-4254	Pipe Cleaning - Special Cleaning (> 42" - 54")	LF	100	5.00	\$ 500.00
23		460-104-5499	Pipe Cleaning - Special Cleaning (> 54")	LF	100	6.00	\$ 600.00
24		460-201-0021	Television Inspections - 21" pipe diameter and less	LF	4,500	3.00	\$ 13,500.00
25		460-201-0099	Television Inspections - Greater than 21" pipe diameter	LF	7,500	4.00	\$ 30,000.00
26		460-250-0001	Lifting of Structure Lids	EA	50	250.00	\$ 12,500.00
<b>FURNISH AND INSTALL CIPP PIPELINER</b>							
27		460-300-0151	15" Pipe Diameter (9 mm)	LF	3,000	65.00	\$ 195,000.00
28		460-300-0152	15" Pipe Diameter - Add/deduct for 1.5 mm increment variance	LF	300	1.00	\$ 300.00
29		460-300-0181	18" Pipe Diameter (9 mm)	LF	6,000	70.00	\$ 420,000.00
30		460-300-0182	18" Pipe Diameter - Add/deduct for 1.5 mm increment variance	LF	600	1.50	\$ 900.00
31		460-300-0211	21" Pipe Diameter (9 mm)	LF	400	72.00	\$ 28,800.00
32		460-300-0212	21" Pipe Diameter - Add/deduct for 1.5 mm increment variance	LF	40	2.00	\$ 80.00
33		460-300-0241	24" Pipe Diameter (10.5 mm)	LF	300	95.00	\$ 28,500.00
34		460-300-0242	24" Pipe Diameter - Add/deduct for 1.5 mm increment variance	LF	30	4.00	\$ 120.00
35		460-300-0301	30" Pipe Diameter (13.5 mm)	LF	4,000	130.00	\$ 520,000.00
36		460-300-0302	30" Pipe Diameter - Add/deduct for 1.5 mm increment variance	LF	400	5.00	\$ 2,000.00
37		460-300-0361	36" Pipe Diameter (13.5 mm)	LF	3,000	140.00	\$ 420,000.00
38		460-300-0362	36" Pipe Diameter - Add/deduct for 1.5 mm increment variance	LF	300	6.00	\$ 1,800.00
39		460-300-0421	42" Pipe Diameter (13.5 mm)	LF	400	180.00	\$ 72,000.00
40		460-300-0422	42" Pipe Diameter - Add/deduct for 1.5 mm increment variance	LF	40	6.50	\$ 260.00
41		460-300-0481	48" Pipe Diameter (15 mm)	LF	1,000	200.00	\$ 200,000.00
42		460-300-0482	48" Pipe Diameter - Add/deduct for 1.5 mm increment variance	LF	100	10.50	\$ 1,050.00
43		460-300-0541	54" Pipe Diameter (18 mm)	LF	400	260.00	\$ 104,000.00
44		460-300-0542	54" Pipe Diameter - Add/deduct for 1.5 mm increment variance	LF	40	12.00	\$ 480.00
45		460-300-0601	60" Pipe Diameter (21 mm)	LF	900	300.00	\$ 270,000.00
46		460-300-0602	60" Pipe Diameter - Add/deduct for 1.5 mm increment variance	LF	90	14.00	\$ 1,260.00
47		460-300-0661	66" Pipe Diameter (21 mm)	LF	400	355.00	\$ 142,000.00

B

Line Group	Pay Item No.	DESCRIPTION	Unit	36-Month Quantity	Unit Price	Extended Total
48	460-300-0662	66" Pipe Diameter - Add/deduct for 1.5 mm increment variance	LF	40	16.00	\$ 640.00
49	460-300-0721	72" Pipe Diameter (22.5 mm)	LF	400	410.00	\$ 164,000.00
50	460-300-0722	72" Pipe Diameter - Add/deduct for 1.5 mm increment variance	LF	40	18.00	\$ 720.00
51	460-300-1000	Curing Water Removal (per 1,000 gallons)	EA	10	500.00	\$ 5,000.00
<b>STORM SEWER PIPE REPAIRS</b>						
52	460-400-2101	Internal Repair - 6" - 21" Diameter Pipe - Initial 3-ft Length	EA	6	2,000.00	\$ 12,000.00
53	460-400-2103	Internal Repair - 6" - 21" Diameter Pipe - Additional 1-ft Incremental Length	LF	3	200.00	\$ 600.00
54	460-400-2401	Internal Repair - 24" - 30" Diameter Pipe - Initial 3-ft Length	EA	6	2,700.00	\$ 16,200.00
55	460-400-2403	Internal Repair - 24" - 30" Diameter Pipe - Additional 1-ft Incremental Length	LF	3	350.00	\$ 1,050.00
56	460-400-3601	Internal Repair - 36" - 42" Diameter Pipe - Initial 3-ft Length	EA	6	3,300.00	\$ 19,800.00
57	460-400-3603	Internal Repair - 36" - 42" Diameter Pipe - Additional 1-ft Incremental Length	LF	3	400.00	\$ 1,200.00
58	460-400-4801	Internal Repair - 48" - 60" Diameter Pipe - Initial 3-ft Length	EA	6	4,000.00	\$ 24,000.00
59	460-400-4803	Internal Repair - 48" - 60" Diameter Pipe - Additional 1-ft Incremental Length	LF	3	550.00	\$ 1,650.00
60	460-400-6601	Internal Repair - 66" - 72" Diameter Pipe - Initial 3-ft Length	EA	2	6,000.00	\$ 12,000.00
61	460-400-6603	Internal Repair - 66" - 72" Diameter Pipe - Additional 1-ft Incremental Length	LF	1	800.00	\$ 800.00
62	460-401-2101	External Repair - 6" - 21" Diameter Pipe - Initial 3-ft Length (0' - 5' Deep)	EA	3	1,000.00	\$ 3,000.00
63	460-401-2105	External Repair - 6" - 21" Diameter Pipe - Additional 1-ft Incremental Length (5' - 10' Deep)	EA	1	2,200.00	\$ 2,200.00
64	460-401-2106	External Repair - 6" - 21" Diameter Pipe - Initial 3-ft Length (5' - 10' Deep)	LF	1	85.00	\$ 85.00
65	460-401-2401	External Repair - 24" - 30" Diameter Pipe - Initial 3-ft Length (0' - 5' Deep)	EA	3	1,200.00	\$ 3,600.00
66	460-401-2405	External Repair - 24" - 30" Diameter Pipe - Additional 1-ft Incremental Length (5' - 10' Deep)	EA	1	2,700.00	\$ 2,700.00
67	460-401-2406	External Repair - 24" - 30" Diameter Pipe - Initial 3-ft Length (5' - 10' Deep)	LF	1	120.00	\$ 120.00
68	460-401-3601	External Repair - 36" - 42" Diameter Pipe - Initial 3-ft Length (0' - 10' Deep)	EA	3	1,700.00	\$ 5,100.00
69	460-401-3605	External Repair - 36" - 42" Diameter Pipe - Additional 1-ft Incremental Length (10' - 15' Deep)	EA	1	3,500.00	\$ 3,500.00
70	460-401-3606	External Repair - 36" - 42" Diameter Pipe - Initial 3-ft Length (10' - 15' Deep)	LF	1	150.00	\$ 150.00
71	460-401-4801	External Repair - 48" - 60" Diameter Pipe - Initial 3-ft Length (0' - 10' Deep)	-EA	3	2,500.00	\$ 7,500.00
72	460-401-4805	External Repair - 48" - 60" Diameter Pipe - Additional 1-ft Incremental Length (10' - 15' Deep)	EA	1	4,300.00	\$ 4,300.00
73	460-401-4806	External Repair - 48" - 60" Diameter Pipe - Initial 3-ft Length (10' - 15' Deep)	LF	1	175.00	\$ 175.00

C

Line Group	Line No.	Pay Item No.	DESCRIPTION	Unit	36-Month Quantity	Unit Price	Extended Total
	74	460-401-6601	External Repair - 66" - 72" Diameter Pipe - Initial 3-ft Length (0' - 15' Deep)	EA	3	4,500.00	\$ 13,500.00
	75	460-401-6605	External Repair - 66" - 72" Diameter Pipe - Initial 3-ft Length (15' - 20' Deep)	EA	1	6,500.00	\$ 6,500.00
	76	460-401-6606	External Repair - 66" - 72" Diameter Pipe - Additional 1-ft Incremental Length	LF	1	200.00	\$ 200.00
	77	460-500-0001	Joint Repair by Injection	GAL	175	35.00	\$ 6,125.00
			<b>MAINTENANCE OF TRAFFIC</b>				
D	78	102-1000-0001	Maintenance of traffic- additionally beyond index no 602	LF	15,000	0.30	\$ 4,500.00
	79	102-1100	Provide uniformed off duty officers for Maintenance of Traffic (MOT)	HR	50	35.00	\$ 1,750.00
			<b>UNSPECIFIED WORK</b>				
E	80	999-0000	Unspecified Work (includes reimbursements for Pinellas County Permits/Fees as applicable and other related work)	EA	300,000	\$ 1.00	\$ 300,000.00
			<b>Total</b>				\$ 3,180,665.25

Bidder qualifies its bid on an "all or none" basis. ( Section A - GC 9.(b) )

SECTION E - BID SUBMITTAL FORM

W9

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return) **LAYNE INLINER, LLC**

Business name, if different from above

Check appropriate box:  Individual/sole proprietor  Corporation  Partnership  Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) **C**  Exempt payee

Other (see instructions) **>**

Address (number, street, and apt. or suite no.) **2531 JEWETT LANE**

City, state, and ZIP code **SANFORD, FL 32771**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number **01-0684682**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person **[Signature]** Date **6-11-2014**

\*Instructions to Form W-9 available upon request.

Detach on the perforation

**Section 119.071(5), Florida Statutes Notice:**

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

**Privacy Act Notice:**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION E - BID SUBMITTAL FORM

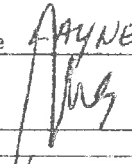
ELECTRONIC PAYMENT (EPAYABLES):

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

Yes  No

For more information about ePayables credit card program please visit Purchasing Department website [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

Company Name AYNE INLINER, LLC  
Signature   
Printed Signature MARK HARRIS, V.P.

SECTION E - BID SUBMITTAL FORM

BID SUBMITTAL OFFICERS FORM

BID TITLE: Storm Sewer Cured-In-Place Pipelining (PID # 1922A)

BID NUMBER: 134-0252-CP(DF)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H - Agreement.

The Bidder further agrees to bear the full cost of maintaining all Work until the final acceptance.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

2531 JEWETT LANE  
SANFORD, FL 32771

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT LARRY D. PURLEE  
Printed Name

ADDRESS:  
4520 N. STATE ROAD 37  
ORLEANS, IN 47452

SECRETARY STEVEN F. CROOKE  
Printed Name

ADDRESS:  
1800 HUGHES LANDING BLVD.  
THE WOODLANDS, TX 77380

TREASURER ANDREW M. GRYGIEL  
Printed Name

ADDRESS:  
1800 HUGHES LANDING BLVD.  
THE WOODLANDS, TX 77380

SECTION E - BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida

LAYNE INLINER, LLC

Corporation Name

By  
VICE President

MARK HARRIS

\*\*\*CORPORATE SEAL\*\*\*

MARK HARRIS, V.P. Qualifying Agent

CU1224477

Contractor's Registration or Certificate No.  
issued by the State of Florida

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

Name

ADDRESS:

Printed Name

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

Company Name

By:

Name of Firm or Qualifying Agent

Contractor's Registration or Certification No. issued by the State of Florida

**SECTION E – BID SUBMITTAL FORM  
FLORIDA TRENCH SAFETY ACT**

**CERTIFICATION AND DISCLOSURE STATEMENT**

- The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).
- A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the state of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates, or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
  - B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
  - C. The contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
  - D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Agreement Time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
1.	TRENCH SHORING	SF	936	\$ 20.00	\$ 18,720.00
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$

For Information Only, Not for Payment Purposes

\$ 18,720.00

Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

- E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as otherwise be provided).
- F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

LAYNE INYNER, LLC  
Company Name

MARK HARRIS, V.P.  
Name and Title

Address: 2531 JEWETT LANE  
SANFORD, FL 32771

407-472-0014 / 407-472-0099  
Telephone/Fax

01-0684682  
Federal Employee ID NO. (FEIN)

MIKE.CANNON@LAYNE.COM  
Email of Account Representative

No. 7a  
BCC 07-15-14  
9:37 A.M. TODD/Futch

- # 7a Award of Bid to Insituform Technologies, Inc. as the primary contractor and Layne Inliner, LLC as the secondary contractor for Storm Sewer Cured-In-Place Pipelining (Project No. 1922A; Bid No. 134-0252-CP) approved on the basis of being the lowest responsive, responsible bids received meeting specifications; estimated total expenditure not to exceed \$3,688,001.00 (estimated expenditures not to exceed \$3,088,001.00 [Insituform] and \$600,000.00 [Layne]); all work is expected to be completed in 36 consecutive months; Chairman authorized to sign and the Clerk to attest after proper execution by the contractors.



**Pinellas County Purchasing Department  
 Board of County Commissioners  
 Pinellas County**

400 S Ft Harrison Ave  
 6th Floor Annex Bldg  
 Clearwater FL 33756

The Standard Purchase Order Number must appear on all packages, shipping notices, invoices and correspondence

<b>PO Date</b>	01-AUG-2014
<b>Revision Date</b>	
<b>Buyer/Phone No</b>	David Fechter 727-464-3154
<b>Sales Tax Exempt No</b>	85-8013287050C-7
<b>Requisitioner</b>	
<b>Director Approval</b>	
<b>Quote/Contact</b>	

**Supplier:**  
 Layne Inliner LLC  
 2531 Jewett Ln  
 Sanford FL 32771  
 407-472-0014

**Ship To:**  
 Department of Environment and  
 Infrastructure  
 Division of Engineering and Technical  
 Support  
 14 S Fort Harrison Ave 6th Fl  
 Clearwater, FL 33756  
 727-464-5452

**Invoice To:**  
 Finance Division Accounts Payable  
 Board of County Commissioners Pinellas County  
 PO Box 2438  
 Clearwater, FL 33757  
 727-464-8389

**Notes:**

"Work should not commence until an executed Notice to Proceed is given by the County, which usually takes place at the pre-commencement meeting or after."

134-0252-CP(DF)

Approved by the Board of County Commissioners on July 15, 2014 for Storm Sewer Cured-In-Place Pipelining

**Notes:**

Supplier No	Payment Terms	Freight Terms	FOB	Ship Via
15377	Net 20	Freight Included	Destination	Best Way
Effective Start Date	Effective End Date	Delivery Date	Amount Agreed	
15-JUL-2014	14-JUL-2017		\$600,000.00	

This Blanket Purchase Agreement (BPA) is not a guaranteed amount. It may be increased or decreased during the contract period internally. Standard Purchase Order(s) will be issued against the BPA as services or goods are needed. The SPO will contain a statement "This PO Line references BPA Number" so you may identify that services should begin. Any other direction to provide goods or services other than a SPO authorized by the Purchasing Department may result in non-payment.

Line	County Item Number / Description	Quantity	UOM	Unit Price	Amount
1	Trenchless restoration of storm sewer lines by installation of a resin impregnated CIPP flexible felt tube liner. Work includes TV inspection, cleaning and construction for storm sewer spot repair.		Dollar (s)	1.0000	.0000
<b>TOTAL</b>					

It is hereby certified that all provisions of the laws of Florida were complied with in issuing this order, and that there are sufficient and properly appropriated funds to liquidate this obligation. This purchase order is governed by the terms and conditions below.

Notice: Vendors doing business with Pinellas County are required to show proof of current Pinellas Construction licenses, if applicable


**Board of County Commissioners**  
 Pinellas County, Florida  
  
 (Authorized Signature)

Exhibit D  
County Contract

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

(Name of Firm)

LAYNE INCINER, LLC

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with principal place of business located at:

2531 JEWETT LANE  
SANFORD, FLORIDA 32771

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum  
of

0/100

SIX HUNDRED THOUSAND AND

DOLLARS \$ 600,000.00

to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

**1. THE CONTRACTOR AGREES:**

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under Bid Title: **Storm Sewer Cured-in-Place Pipelining (PID # 1922A)**, Bid No: **134-0252-CP**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. To commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days after receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary Work under the same within not more than thirty six (36) months. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the Project shall be the fifteenth (15th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the Work of this Agreement is of the essence.
- C. That upon failure to complete all Work within the time provided for above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this Agreement, and the payment of such sum shall be secured as provided for therein.
- D. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- E. To procure all insurance as required by the Instructions to Bidders.
- F. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- G. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials

deemed necessary by the County's Design Professional/Engineer/Project Manager, for the conducting of such inspections and tests as it may require.

- H. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.
- I. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement and bonds. The County reserves the right to reject any subcontractors or equipment.
- J. Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- K. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- L. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

## 2. THE COUNTY AGREES:

- A. To pay to the Contractor the Agreement Amount herein above specified, as follows:

If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this contract as the work progresses, based upon estimates of the amount of work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

- B. If the Contractor shall so request, to furnish, without charge, two (2) certified copies of any motions or resolutions authorizing the execution of this Agreement, or amendments thereto, or any changes in the Plans or Specifications pertaining to this Agreement.

3. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved, and until the same shall be properly approved by the Board.
  - B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
  - C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.
  - D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
  - E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
  - F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
4. The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this Agreement:

ADDENDA (if applicable)

APPENDIX 4 SPECIAL NOTICES (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION H AGREEMENT

SECTION D SPECIFICATIONS

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

- 5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and through the Board of County Commissioners

Name of Firm **LAYNE INLINER, LLC**

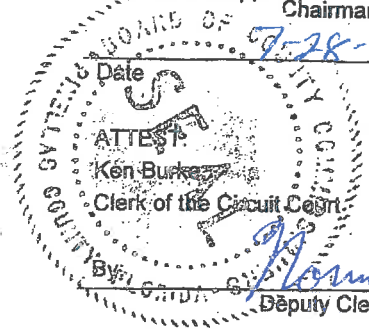
Karen Seel  
Chairman

By: [Signature]

Date 7-28-2014

MARK HARRIS  
Print Name

VICE PRESIDENT  
Title



By: [Signature]  
Deputy Clerk

ATTEST:

[Signature]  
Print Name

TOMMY NEZAT, ASS'T. SECRETARY  
Title

Approved as to Form

By: [Signature]  
Office of the County Attorney

WITNESSES:

[Signature]  
Print Name

JANET DI DONATO  
Business Address

2531 JENETT LN, SANFORD, FL 32771

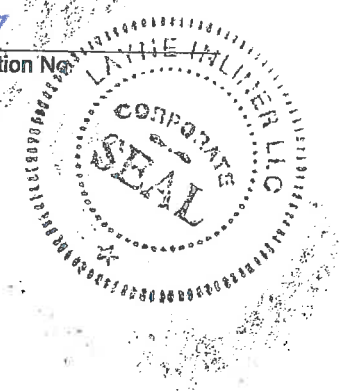
[Signature]  
Print Name

JENNY LUZ  
Business Address

2531 JENETT LN, SANFORD, FL 32771

CUC1224477  
Contractor's Registration or Certification No.

issued by the State of Florida  
\*\*\*CORPORATE SEAL\*\*\*



**PERFORMANCE AND PAYMENT BOND APPROVAL to LEGAL**

**BIDDERS NAME: Layne Inliner, LLC**

**Date:** July 25, 2014

**To:** Miles Belknap, County Attorney's Office

**From:** Dave Fechter, Purchasing

**Bid No.** 134-0252-CP(DF)

**Bid Title:** Storm Sewer Cured In Place Pipelining

Please approve the attached bond copy and return to Purchasing. The following has been reviewed and checked by Purchasing.

- A.  Dollar amount on the bond matches bid specifications amount.
  - B.  All Bid Bonds must be signed or countersigned prior to the bid opening date and time.
  - C.  Each Bid Bond, or Performance Bond shall identify Pinellas County as owner and the specific project for which the bond(s) is submitted.
  - D.  The surety company must hold a certificate issued by the State of Florida authorizing it to write surety bonds in Florida.  
[http://www.myfloridacfo.com/Data/AAR\\_ALIS1/index.htm](http://www.myfloridacfo.com/Data/AAR_ALIS1/index.htm) or  
<http://www.floir.com/CompanySearch/>
  - E.  The printed name and title of the various persons signing or countersigning the bond should appear on the line below the person's signature.
- E & F should match**
- F.  All persons signing the bond should use their full legal name. To facilitate the licensure verification process, licensed insurance agents should sign using their full first name, full middle name and last name.
  - G.  A copy of such Power of Attorney must be attached to the bond should specify the city and state where the agent is located.
  - H.  The agent signing the bond must hold a current Power of Attorney from the surety company issuing the bond. (Review the Power of Attorney for the agent's name.)
  - I.  All bonds must be signed or countersigned by an insurance agent who holds a valid Florida 2-20 or 9-20 General Lines Property Casualty Insurance license, in accordance with F.S. 624.425.  
[http://www.myfloridacfo.com/Data/AAR\\_ALIS1/index.htm](http://www.myfloridacfo.com/Data/AAR_ALIS1/index.htm)

  
\_\_\_\_\_  
Legal Approved Signature



**Bond & Financial Products**  
7465 W. 132<sup>nd</sup> Street  
Overland Park, KS  
Phone: (913)402-5436  
Fax: (913)402-5457

July 22<sup>nd</sup>, 2014

Pinellas County  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

**RE: LAYNE INLINER, LLC**  
**PROJECT: BID NO. 134-0252-CP(DF)**  
**STORM SEWER CURED-IN-PLACE PIPELINING (PID #1992A)**

**BOND NO.: 106100318**

To Whom It May Concern:

This letter will serve to confirm that as the surety representative of the Travelers Casualty and Surety Company of America, the surety company listed on the above referenced Performance & Payment bonds, it is acceptable to the surety for a representative of either the Pinellas County or engineer to date the bonds, notary sections and corresponding powers of attorney. At the time the bonds were issued, it had been determined a contract date had not been issued; therefore, if there is not a contract date, it is standard industry practice not to date the bonds, notary sections and corresponding powers of attorney prior to the contract date.

If you have any questions or concerns relating to this matter, feel free to contact our office at the address/telephone number listed below.

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

William A. Kantlehner, III,  
Authorized Surety Representative

C/o Garrett-Stotz Company  
1601 Alliant Avenue  
Louisville, KY 40299-6338  
PH: (502)415-7000  
FAX: (502)415-7002



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227601

Certificate No. 005853837

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah A. Yates, Steven M. Garrett, William A. Kantlehner III, Thomas J. Mitchell, Jeffrey A. Brown, Diane L. Phelps, S. Annette Mullet, Roger A. Neal, Linda Kapfhammer, and Stuart P. Peterson

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. Not limited to a specific dollar amount.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 4th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of July, 2014

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



SECTION I - BONDS

BOND NO. 106100318

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction Agreement and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, 2014, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
In the presence of:

PRINCIPAL:  
Layne Inliner, LLC

(Authorized Signature)

(Print Name)

(Title)

2531 Jewett Lane  
Sanford, FL 32771


(Business Address)

*Jane Didonato*  
Witness as to Principal JANE DIDONATO  
*Jenna Luz*  
Witness as to Principal JENNA LUZ

*Mark Harris*  
MARK HARRIS  
VICE PRESIDENT  
2531 Jewett Lane  
Sanford, FL 32771  
(Business Address)

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 23rd day of July, 2014  
by Mark Harris, Vice President  
of Layne Inliner, LLC, an Indiana  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida  
Driver's License as identification and who did (did not) take an oath.

 JENNA L. LUZ  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF020705  
Expires 6/22/2017

Notary: \_\_\_\_\_  
Print Name: Jenna L. Luz  
Commission Number: FF020705  
My Commission Expires: 6/22/2017

SECTION I - BONDS

BOND NO. 106100318  
SURETY:

Travelers Casualty and Surety Company of America

Witness as to Surety

(Authorized Signature)

Witness as to Surety

(Print Name)

(Title)

Construction Services  
Travelers Bond & Financial Products  
One Tower Square, Hartford, CT 06183  
(Business Address)

*Deborah A. Yates* OR  
Witness as to Attorney in Fact, Deborah A. Yates

*William A. Kantlehner, III*  
(Signature As Attorney in Fact)  
(Attach Power of Attorney)

*Diane L. Phelps*  
Witness as to Attorney in Fact, Diane L. Phelps

William A. Kantlehner, III  
(Print Name)

*Robert Corley McLendon*

Attorney-in-Fact  
(Title)

Robert Corley McLendon  
Fisher-Brown, Inc.  
144 Harrison Avenue  
Panama City, FL 32401

Garrett-Stotz Company  
1601 Alliant Avenue  
Louisville, KY 40299-6338  
(Business Address)

(502) 415-7000  
(Telephone Number)

KENTUCKY  
STATE OF ~~FLORIDA~~  
COUNTY OF ~~JEFFERSON~~

The foregoing instrument was acknowledged before me this

By William A. Kantlehner, III as Attorney-in-Fact  
Travelers Casualty and Surety  
Company of America, a Connecticut  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's  
License as identification and who did (did not) take an oath.

Notary:

Print Name:

Commission Number:

My Commission Expires:

*Deborah A. Yates*

Deborah A. Yates

466322

June 6th, 2016



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227601

Certificate No. 005853834

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah A. Yates, Steven M. Garrett, William A. Kantlehner III, Thomas J. Mitchell, Jeffrey A. Brown, Diane L. Phelps, S. Annette Mullet, Roger A. Neal, Linda Kapfhammer, and Stuart P. Peterson

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. Not limited to a specific dollar amount.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 4th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

## SECTION I - BONDS

BOND NO. 106100318

PAYMENT BOND

BY THIS BOND, We Layne Inliner, LLC  
 (hereinafter called the ("Principal" and Travelers Casualty and Surety Company of America  
 hereinafter called the ("Surety"), located at Construction Services, Travelers Bond & Financial Products  
One Tower Square, Hartford, CT 06183

A surety insurer chartered and existing under the laws of the state of Connecticut  
 and authorized to do Business in the State of Florida, are held and firmly bound unto Pinellas County Board of  
 County Commissioners, Pinellas County (hereinafter called the "County" in the sum of Six Hundred Thousand  
 Dollars and Zero Cents-----

----- DOLLARS. \$ 600,000.00-----

For payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement (hereinafter referred to as the "Agreement") for Bid Title: Storm Sewer Cured-In-Place Pipelining (PID No. 1922A), Bid No: 134-0252-CP(DF) said Agreement being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, Supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the Work provided for in the Agreement and;
2. Shall pay the County for all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the Principal in contravention to the Agreement in regard to payment for such labor, materials, or supplies furnished to the Principal; then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Agreement and compliance or noncompliance with any formalities Connected with the said Agreement or alterations, which may be made in the terms of said Agreement, or in the Work to be done under it, or the giving by the County of any extension of time for the performance of the said Agreement, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict Requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitation of Section 255.05(2).

SECTION I - BONDS

BOND NO. 106100318

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction Agreement and hereby satisfies those conditions.

THIS BOND DATE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 14  
(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-or-attorney)

Signed, sealed and delivered  
In the presence of:

[Signature]  
Witness as to Principal JANET DIDONATO  
[Signature]  
Witness as to Principal JENNA L. LUZ

PRINCIPAL:  
Layne Inliner, LLC  
[Signature]  
(Authorized Signature)  
MARK HARRIS  
(Print Name)  
VICE PRESIDENT  
(Title)  
2531 Jewett Lane  
Sanford, FL 32771  
(Business Address)

STATE OF FLORIDA  
COUNTY OF seminole

The foregoing instrument was acknowledged before me this  
23rd day of July, 2014  
By Mark Harris, Vice President  
Of Layne Inliner, LLC, an Indiana  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's  
License as identification and who did (did not) take an oath.



JENNA L. LUZ  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF020705  
Expires 5/22/2017

Notary: [Signature]  
Print Name: Jenna L. Luz  
Commission Number: FF020705  
My Commission Expires: 5/22/2017

SECTION I - BONDS

BOND NO. 106100318

SURETY:

Travelers Casualty and Surety Company of America

Witness as to Surety

(Authorized Signature)

Witness as to Surety

(Print Name)

(Title)

Construction Services

Travelers Bond & Financial Products

One Tower Square, Hartford, CT 06183

(Business Address)

*Deborah A. Yates*  
OR

Witness as to Attorney in Fact Deborah A. Yates

*William A. Kantlehner, III*

(Signature As Attorney In Fact)  
(Attach Power of Attorney)

*Diane L. Phelps*

Witness as to Attorney in Fact Diane L. Phelps

William A. Kantlehner, III

(Print Name)

*Robert Corley McLendon*

Robert Corley McLendon  
Fisher-Brown, Inc.  
144 Harrison Avenue  
Panama City, FL 32401

Attorney-in-Fact

(Title)

Garrett-Stots Company

1601 Alliant Avenue

Louisville, KY 40299-6338

(Business Address)

(502) 415-7000

(Telephone Number)

KENTUCKY

STATE OF FLORIDA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this

By William A. Kantlehner, III as Attorney-in-Fact  
Of Travelers Casualty and Surety  
Of Company of America, a

Connecticut

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary:

Print Name:

*Deborah A. Yates*  
Deborah A. Yates

Commission Number:

466322

My Commission Expires:

June 6th, 2016

**TRAVELERS**

**POWER OF ATTORNEY**

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227601

Certificate No. 005853833

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Deborah A. Yates, Steven M. Garrett, William A. Kantlehner III, Thomas J. Mitchell, Jeffrey A. Brown, Diane L. Phelps, S. Annette Mullet, Roger A. Neal, Linda Kapfhammer, and Stuart P. Peterson

of the City of Louisville, State of Kentucky, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.  
Not limited to a specific dollar amount.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of April, 2014.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By: Robert L. Raney  
Robert L. Raney, Senior Vice President

On this the 4th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

