## AGREEMENT FOR STORM WATER DRAINAGE PIPE REHABILITATION

THIS AGREEMENT is entered into on this 13 day of 17011, 2017, by and between the Polk 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 Polk County Invitation to Bid No. 17-326, 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 Polk 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 Polk County, Florida which is attached hereto as *Exhibit D* (Polk County Contract); and

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

WHEREAS, the City and Contractor desire to enter into this Agreement to accomplish the Project on the same specifications as the Polk 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 Polk 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 Polk 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 Polk County Contract, but shall not exceed Seventy-Two Thousand Five-Hundred Ninety-Three Dollars and 75/100 (\$72,593.75)

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:

Attention: Mr. Mayor 5919 Main Street	To Contractor:Layne Inliner14413 62 <sup>nd</sup> Street NorthClearwater, FL 33760
New Port Richey, FL34652	

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:
r	City Attorney
Whi	CONTRACTOR:

## **WORK PROPOSAL**

DATE:

November 1, 2017

**SUBMITTED TO:** 

City of New Port Richey

6132 Pine Hill Road

New Port Richey, FL 34668

Attention: | Zach Thull, Utilities Operations Manager

**JOB LOCATION:** 

**Crossbow Lane and Hills Drive** 

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Seventy Two Thousand Five Hundred Ninety Three Dollars and Seventy Five Cents (\$72,593.75)

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
Install 24" CIPP 10.5 mm	210	LF	\$80.00	\$16,800.00
Install 30" CIPP 13.5 mm	35	LF	\$100.00	\$3,500.00
30" Thickness Variance	35	LF	\$1.25	\$43.75
Install 36" CIPP 15 mm	150	LF	\$135.00	\$20,250.00
Install 48" CIPP 16.5 mm	10	LF	\$200.00	\$2,000.00
Mobilization	1	LS	\$30,000.00	\$30,000.00
			TOTAL	\$72,593.75

#### **NOTES:**

All Liner to be installed as per manufacturers and ASTM specifications and in accordance with the Polk County Contract 17-326

- 1. Specifications.
- 2. Payment shall be based on actual field measurements from center of inlet to center of outlet.
- 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. City of New Port Richey to pump down pond and dig out pipe ends.
- 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	Aught Carlos	
Date of Acceptance	Authorized Signature	

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



# PUBLIC WORKS DEPARTMENT COMMITTED TO SERVICE

OUR MISSION: TO PROVIDE RESPONSIVE, PROFESSIONAL, AND COURTEOUS SERVICE TO THE PUBLIC

6132 PINE HILL ROAD . PORT RICHEY, FL 34652 . 727.841.4536

## 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 rains, this utility proves to be crucial 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 one area with a total of 405 feet of existing drainage pipes. This area will be in the Jasmine Hills neighborhood. This line connects Crossbow Lane to the Indiana Ave Landfill pond. The line has a few cracks and breaks causing the line to be in emergency need of repair due to proximity of homes to the lines.

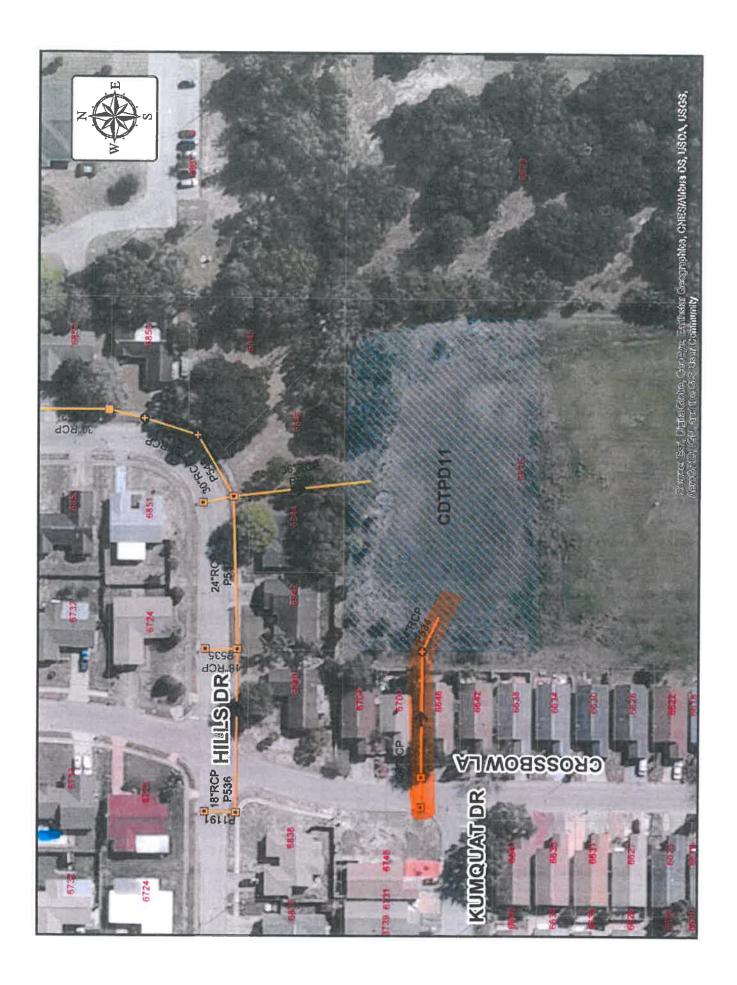


Exhibit B ITB

## Florida's Crossroads of Opportunity

330 West Church Street, Room 150 PO Box 9005 • Drawer AS05 Bartow, Florida 33831-9005



## **Board of County Commissioners**

PHONE: 863-534-6757 FAX: 863-534-6789

www.polk-county.net

## PROCUREMENT DIVISION

April 21, 2017

VIA EMAIL ONLY: TOMMY.ROBERTSON@LAYNE.COM

Layne Inliners, LLC Mark Harris 2531 Jewett Lane Sanford, FL 32771

Subject:

Bid 17-326, Cured in Place Pipe (CIPP) Installations

Dear Mr. Harris:

You are now authorized to begin work, effective April 21, 2017 through February 28, 2018. This contract will automatically renew for two (2), one (1) years terms unless terminated! Please contact Doug Gable, Polk County Roads and Drainage, at (863) 535-2285 for further instructions.

If your insurance expires during the contract period, a renewal certificate must be submitted. If your insurance for this contract lapses while the work is in progress stop work immediately. Further work on the project is prohibited until an insurance certificate is submitted and written authorization is received from the County.

Sincerely,

## Ken Brush

Ken Brush Procurement Specialist

CC:

Joe Montoya, Roads and Drainage Doug Gable, Roads and Drainage Brenda Dorris, Finance and Accounting Bid File #17-326

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



#### 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 Guardien 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

Marie C Tetresult, Notary Public

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 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

	1					7
of the City of Loui each in their separate capa other writings obligatory	acity if more than one is named	above, to sign, execute, s		any and an bortos, h	ccognizances, cond	vful Attorney(s)-in-Fact itional undertakings and
Not limited to a speci	guaranteeing bonds and under fic dollar amount.	takings required or permi	ned in any actions or	proceedings allowed	persons, guarantee by law.	ing the performance of
IN WITNESS WHEREO  day ofApril	F, the Companies have caused 2014	this instrument to be sign	ed and their corporat	e seals to be hereto a	ffixed, this	4th
	Fidelity and Guarant	y Insurance Company y Insurance Underwrite: ine Insurance Company	rs, Inc.	St. Paul Mercury Ir Fravelers Casualty : Fravelers Casualty : United States Fideli	and Surety Compa and Surety Compa	iny inv of America
19:19	1951	SEAL STATE	PE SHELL	STATE OF STA	Heartoga o	STANDER OF THE STAND STA
State of Connecticut City of Hartford ss.			Ву:	Roben L Rane	y, Senior Vice Presider	
be the Senior Vice President of Fire and Marine Insurance Co Casualty and Surety Compan	day of April of Fermington Casualty Companonpany, St. Paul Guardian Insu y of America, and United State nerein contained by signing on	rance Company, St. Paul	THE PERSON OF TH	ompany, Travelers C	ly Insurance Unders	writers, Inc., St. Paul
In Witness Whereof, I herens My Commission expires the 3	nto set my hand and official sea	NOTARA E		Mari	л c. Ĵ.	treault

58440-8-12 Printed in U.S.A.

My Commission expires the 30th day of June, 2016.

#### SECTION C - INSURANCE REQUIREMENTS

#### 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.

#### 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. 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; 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 tiability 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.

REVISED: 01/15/2014

## 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 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) 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 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 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 Per Employee Disease Policy Limit Disease

100,000

\$ 100,000 \$ 500,000

REVISED: 01/15/2014

#### SECTION C - INSURANCE REQUIREMENTS

(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) <u>Business Automobile or Trucker's/Garage Liability Insurance</u> 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

REVISED: 01/15/2014

(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.

100
A CONTRACTOR
ACORD
<b>b</b>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL 444 W. 47th Street, Suite 900 FAX (A/C, No) Kansas City MO 64112-1906 (816) 960-9000 ADDRESS INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Zurich American Insurance Company INSURED LAYNE INLINER, LLC 16535 INSURER B : American Zurich Insurance Company 14753 2531 JEWETT LANE 40142 INSURER C: American Guarantee and Liab. Ins. Co. SANFORD FL 32771 26247 INSURER D INSURER E INSURER F COVERAGES LAYIN01 CERTIFICATE NUMBER: 13055783 REVISION NUMBER: 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. ADDL SUBR INSD WVD TYPE OF INSURANCE POLICY EFF POLICY EXP POLICY NUMBER COMMERCIAL GENERAL LIABILITY Х GLO 5817438-01 8/1/2014 8/1/2015 EACH OCCURRENCE s 2,000,000 CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 CONTRACTUAL Х MED EXP (Any one person) \$ 10,000 X X,C,U COVERAGE PERSONAL & ADV INJURY \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE \$ 5,000,000 POLICY PRODUCTS - COMP/OP AGG \$ 5,000,000 OTHER. AUTOMOBILE LIABILITY BAP 5817437-01 COMBINED SINGLE LIMIT (Ea accident) 8/1/2014 8/1/2015 \$ 5,000,000 X ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED AUTOS S XXXXXXX ALL OWNED AUTOS BODILY INJURY (Per accident) \* XXXXXXX HIRED AUTOS PROPERTY DAMAGE (Per accident) \$ XXXXXXX s XXXXXXX X UMBRELLA LIAB X OCCUR AUC 3807886-10 8/1/2014 8/1/2015 EACH OCCURRENCE \$ 5,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ 5,000,000 DED RETENTION S WORKERS COMPENSATION 5 XXXXXXX WC 5817439-02 (AOS) WC 5817440-02 (WI) STOPGAP(ND,OH,WA,WY) AND EMPLOYERS' LIABILITY 8/1/2014 8/1/2014 8/1/2015 8/1/2015 X STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N E.L. EACH ACCIDENT 8/1/2014 8/1/2015 \$ 5,000,000 (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below 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. 1924A, STORM SEWER CURED-IN-PLACE PIPELINING – VARIOUS LOCATIONS, PINELLAS
COUNTY, FLORIDA; PINELLAS COUNTY BOARD OF COUNTY COMMISCIONERS 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 CERTIFICATE HOLDER CANCELLATION See Attachments 13055783 PINELLAS COUNTY SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. C/O EBIX BPO PO BOX 257 PORTLAND MI 48875-0257 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):

TO WHICH YOU ARE REQUIRED TO PROVIDE CONTRACT OR WRITTEN AGREEMENT EXECUTED PROVIDE ADDITIONAL INSURED COVERAGE PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

ANY PERSON OR ORGANIZATION TO WHOM OR ANY LOCATIONS WHERE YOU HAVE AGREED THOUGH WRITTEN CONTRACT, AGREEMENT, OR ADDITIONAL INSURED STATUS IN A WRITTEN PERMIT, EXECUTED PRIOR TO THE LOSS, TO FOR COMPLETED OPERATIONS

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
  - 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

Attachment Code: 423 Certificate ID: 13055783 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

Name Of Additional Insured Person(s)

**Location And Description Of Completed** Operations Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR ANY LOCATIONS WHERE YOU HAVE AGREED TO WHICH YOU ARE REQUIRED TO PROVIDE PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

THROUGH WRITTEN CONTRACT, AGREEMENT, ADDITIONAL INSURED STATUS IN A WRITTEN OR PERMIT, EXECUTED PRIOR TO THE LOSS, CONTRACT OR WRITTEN AGREEMENT EXECUTED 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 "productscompleted operations hazard"

CG 20 37 07 04 Layne Christensen Company

© ISO Properties, Inc., 2004

Attachment Code: 430 Certificate ID: 13055783 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

Attachment Code: D486907 Certificate ID: 13055783

ACORD
No. of Concession, Name of Street, or other party of the Street, o

	ACCINE	CE	RT	IFICATE OF LI	ABIL	ITY IN	SURAN	ICE	DATE (M	M/DD/YYYY)
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Comp. Exhibit C
Contractor's bid, bid tabulation, and County award

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## Florida's Crossroads of Opportunity

330 West Church Street, Room 150 PO Box 9005 • Drawer AS05 Bartow, Florida 33831-9005



## **Board of County Commissioners**

PHONE: 863-534-6757 FAX: 863-534-6789 www.polk-county.net

#### PROCUREMENT DIVISION

April 21, 2017

VIA EMAIL ONLY: TOMMY.ROBERTSON@LAYNE.COM

Layne Inliners, LLC Mark Harris 2531 Jewett Lane Sanford, FL 32771

Subject:

Bid 17-326, Cured in Place Pipe (CIPP) Installations

Dear Mr. Harris:

You are now authorized to begin work, effective April 21, 2017 through February 28, 2018. This contract will automatically renew for two (2), one (1) years terms unless terminated. Please contact Doug Gable, Polk County Roads and Drainage, at (863) 535-2285 for further instructions.

If your insurance expires during the contract period, a renewal certificate must be submitted. If your insurance for this contract lapses while the work is in progress stop work immediately. Further work on the project is prohibited until an insurance certificate is submitted and written authorization is received from the County.

Sincerely,

Ken Brush

Ken Brush Procurement Specialist

CC:

Joe Montoya, Roads and Drainage Doug Gable, Roads and Drainage Brenda Dorris, Finance and Accounting Bid File #17-326

Bid Item #	FDOT Item #	Units	Quantity	Description	Unit Price in Figures	Total Amount
1	1	LF	200	Furnish & Install 15" CIPP Lining (7.5 mm)	\$ 50.00	\$ 10,000.00
2		LF	200	15" CIPP Thickness Variance 1.5 mm	\$ 0.50	\$ 100.00
3		LF	300	Furnish & Install 18" CIPP Lining (9 mm)	\$ 60.00	\$ 18,000.00
4		LF	1 300	18" CIPP Thickness Variance 1.5 mm	\$ 0.75	\$ 225,00
5		LF	200	Furnish & Install 24" CIPP Lining (10.5 mm)	\$ 80.00	\$ 16,000.00
6		LF	200	24" CIPP Thickness Variance 1.5 mm	\$ 1.00	\$ 200.00
7		LF	150	Furnish & Install 30" CIPP Lining (12 mm)	\$ 100.00	\$ 15,000.00
8		LF	150	30" CIPP Thickness Variance 1.5 mm	\$ 1.25	\$ 187.50
9		LF	150	Furnish & Install 36" CIPP Lining (15 mm)	\$ 135.00	\$ 20,250.00
10		LF	150	36" CIPP Thickness Variance 1.5 mm	\$ 3.00	\$ 450.00
11	1	LF	100	Furnish & Install 42" CIPP Lining (16.5 mm)	\$ 165.00	\$ 16,500.00
12		LF	100	42" CIPP Thickness Variance 1.5 mm	\$ 4.00	\$ 400.00
13		LF	100	Furnish & Install 48" CIPP Lining (19.5 mm)	\$ 200.00	\$ 20,000.00
14		LF	100	48" CIPP Thickness Variance 1.5 mm	\$ 6.00	\$ 600.00
15		ŁF	75	Furnish & Install 54" CIPP Lining (27 mm)	\$ 255.00	\$ 19,125.00
16	-	LF	75	54" CIPP Thickness Variance 1.5 mm	\$ 8.00	\$ 600.00
17		ĻF	50	Furnish & Install 60" CIPP Lining (28.5 mm)	\$ 300.00	\$   15,000,00
18		LF	50	60" CIPP Thickness Variance 1.5 mm	\$ 11.00	\$ 550.00
19		LF	50	Furnish & Install 72" CIPP Lining (33 mm)	\$ 520.00	\$ 26,000.00
20		LF	50	72" CIPP Thickness Variance 1.5 mm	\$ 12.00	\$ 600.00
21	101-1	LS	1	MOBILIZATION	site specific*	site specific*
22	102-1	LS	1	MAINTENANCE OF TRAFFIC	site specific*	site specific*
23		LS	1	DEWATERING AND PIPE CLEANING	site specific*	site specific*
	TOTAL	•	· · · · · · · · · · · · · · · · · · ·	1		\$ 179,787.50

<sup>\*</sup>Pricing for Bid Items #21, #22, and #23 shall be estimated by the three Contractors per each individual project as described in Supplemental Condition No. 4.

## **PURCHASE ORDER**

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA 330 WEST CHURCH STREET, ROOM 150 BARTOW, FL 33830 (863) 534-6757 PHONE (863) 534-6789 FAX

Purchase Order No.	Revision	Page
21703514	0	1 of 1

This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondence related to this order.

**VENDOR** 

**NUMBER: 1032422** 

ORDER DATE: REVISED DATE: 21-APR-2017 14:19:06

LAYNE INLINER LLC PO BOX 677801

REF:

Bid 17-326

PO BOX 677801 DALLAS TX 75267-7801

BILL TO

Roadway Maintenance Division 3000 Sheffield Rd Winter Haven, FL 33880 SHIP TO

Roadway Maintenance Division 3000 Sheffield Rd Winter Haven, FL 33880

PAYMENT TERMS Per FS 218.73	SHIP VIA Best Way	F.O.B. Destination
FREIGHT TERMS TBD	BUYER Brush, Kenneth	(

LINE	PART NO. / DESCRIPTION	DELIVERY	QTY	UOM	UNIT PRICE	LINE AMOUNT
NO		DATE				

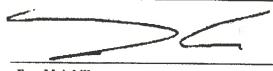
Special Instructions and Information to Vendor

- 1. Mail a separate invoice for each shipment.
- 2. No State Sales Tax shall be included in the price.
- 3. Send the original invoice to the "Bill To" address noted at the top of this PO.
- 4. The invoice shall separately list the items invoiced, quantities and unit prices.
- 5. Terms and Conditions

~~	-	~=	 B .

Consumer's Certificate of Exemption: 85-8012622308C-3 Federal Employer ID Number: 59-6000809

Federal Tax #: A-188238



Fran McAskill Budget & Procurement Director

# Exhibit D County Contract

## Florida's Crossroads of Opportunity

330 West Church Street, Room 150 PO Box 9005 • Drawer AS05 Bartow, Florida 33831-9005



## **Board of County Commissioners**

PHONE: 863-534-6757 FAX: 863-534-6789

www.polk-county.net

#### **PROCUREMENT DIVISION**

April 13, 2017

VIA EMAIL ONLY Tommy.robertson@layne.com

Layne Inliners, LLC Mark Harris 2531 Jewett Lane Sanford, FL 32771

Subject: Bid 17-326, Cured in Place Pipe (CIPP) Installations

Dear Mr. Harris:

This letter is to inform you that the Polk County Procurement Director awarded the subject bid to your company. This letter is not a Notice to Commence Services.

At this time, you are required to furnish the Procurement Division with a Certificate of Insurance. The Board also requires that you obtain a Polk County Business Tax Receipt in order to do business with Polk County. The Certificate of Insurance and copy of Polk County Business Tax Receipt must be provided within ten (10) business days from the date of this letter.

The period of performance for this bid is from date of award through February 28, 2018. The bid will automatically renew for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items # 12 and #13.

Your contact for this bid will be Mr. Doug Gable, Polk County Roads and Drainage, (863) 535-2285.

Sincerely,

Ken Brush

Ken Brush Procurement Specialist

cc: Joe Montoya, Roads and Drainage Director Doug Gable, Roads and Drainage Brenda Dorris, Finance and Accounting Bid File #17-326

## Florida's Crossroads of Opportunity

330 West Church Street, Room 150 PO Box 9005 • Drawer AS05 Bartow, Florida 33831-9005



## **Board of County Commissioners**

PHONE: 863-534-6757 863-534-6789

www.pelk-county.net

#### PROCUREMENT DIVISION

The successful vendor shall purchase and maintain in force during the contract period, the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 West Church Street, 1st Floor, Bartow, Florida 33830. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. For non-exempt vendors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance: \$1,000,000 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance: \$1,000,000 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. Workers Compensation and General Liability shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

The Certificate Holder must be stated as:

Polk County, a Political Subdivision of the State of Florida 330 West Church Street, 1st Floor Bartow, Florida 33830

The County must be an additional named insured in regards to General and Automobile Liability. Coverage must be provided by an insurer licensed to do business in the State of Florida and must be rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Waiver of subrogation in favor of Polk County is required for General Liability and Worker's Compensation coverage's.

Notation on the certificate reflecting the additional insured status and the waiver of subrogation or copies of the endorsements must be provided to verify requirements. "All work performed for Polk County" must be noted on the certificate.

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.