

## **AGREEMENT FOR SEWER GRAVITY LINE REHABILITATION**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of New Port Richey, Florida a Florida Municipal corporation (the City) and Granite Inliner, LLC a Florida Corporation with its principal place of business located at 10755 49<sup>th</sup> St. N, Clearwater, FL 33762 (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 City of Orlando’s **Invitation to Bid No. 16-0007** for rehabilitation of gravity main structures by liner system a copy of which is attached as **Exhibit B** (the IFB); and

WHEREAS, a copy of Contractor’s bid, the bid tabulation, and City of Orlando’s 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 City of Orlando, Florida which is attached hereto as **Exhibit D** (City of Orlando’s Contract); and

WHEREAS, the Contractor is willing to perform the Project on the same terms as the City of Orlando’s Contract; and

WHEREAS, the City and Contractor desire to enter into this Agreement to accomplish the Project on the same specifications as the City of Orlando’s 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 City of Orlando’s 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 City of Orlando’s 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 City of Orlando’s Contract. Contractor’s work on the Project shall be at the same

unit prices as the City of Orlando's Contract, but shall not exceed One Hundred Ninety Eight Thousand Seven Hundred and Twenty U.S. Dollars and NO/100 (\$198,720.00)

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: City Manager  
5919 Main Street  
New Port Richey, FL 34652

**To Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***With required copy to:***

Timothy P. Driscoll, Esq.  
City New Port Richey, City Attorney  
5919 Main Street  
New Port Richey, FL 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*

\_\_\_\_\_  
*Debbie L. Manns, City Manager*

Approved as to form:

\_\_\_\_\_  
*Timothy P. Driscoll, City Attorney*

CONTRACTOR:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The City of New Port Richey is on 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 gravity line sanitary sewer utilities. There are currently 83.3 miles of sanitary sewer lines that the city maintains. With the proper inspections and proactive maintenance this can be and infrastructure that will last decades to come.

This project consists of various areas within the city with a total 4,980 feet of existing gravity lines. The areas are Magnolia Valley, West Grand, East Madison, Oak Hills and Glengarry Park. Many of the lines are clay pipes that were installed many years ago. There are many faults on the piping joints allowing roots, sand, dirt and runoff water to infiltration the system causing extra pumping at lift stations.

**Exhibit B**  
**City of Orlando IFB 16-0007**

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

**Exhibit D**  
**City of Orlando Contract**