

## WASTEWATER TREATMENT PLANT PIPE LINING AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 Unit B, 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 sewer line rehabilitation as depicted on the Scope of Work attached as *Exhibit A* (the Project); and

WHEREAS, Contractor was the successful competitive bidder to Polk County's **Invitation to Bid No. 17-326** for rehabilitation of wastewater lines 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 Polk County'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 Polk County which is attached hereto as *Exhibit D* (County Contract); and

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

WHEREAS, the City and Contractor desire to enter into this Agreement to accomplish the Project on the same specifications as the 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 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 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 County Contract. Contractor's work on the Project shall be at the same unit prices as the County Contract, but shall not exceed One Hundred Thirty-Five Thousand U.S. Dollars and NO/100 (\$135,000.00)

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  
City Attorney  
5919 Main St. 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*

\_\_\_\_\_  
City Manager

Approved as to form:

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

CONTRACTOR:

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

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

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

# WWTP Pipe Rehabilitation Phase I



**Legend**

- Force Main Rehabilitation

Exhibit B  
IFB

Florida's Crossroads of Opportunity

Board of County Commissioners

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



PHONE: 863-534-6757  
FAX: 863-534-6789  
[www.polk-county.net](http://www.polk-county.net)

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PROCUREMENT DIVISION

April 21, 2017

*VIA EMAIL ONLY: [TOMMY.ROBERTSON@LAYNE.COM](mailto: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

# 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. 21703514	Revision 0	Page 1 of 1
<i>This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondence related to this order.</i>		

**VENDOR** NUMBER: 1032422

LAYNE INLINER LLC  
PO BOX 677801  
DALLAS TX 75267-7801

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

**REVISED DATE:**

**REF:** Bid 17-326

**BILL TO**

Roadway Maintenance Division  
3000 Sheffield Rd  
Winter Haven, FL 33880

**SHIP TO**

Roadway Maintenance Division  
3000 Sheffield Rd  
Winter Haven, FL 33880

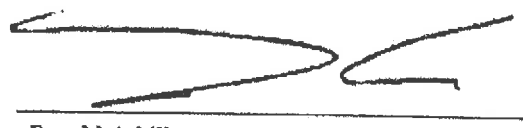
<b>PAYMENT TERMS</b> Per FS 218.73	<b>SHIP VIA</b> Best Way	<b>F.O.B.</b> Destination
<b>FREIGHT TERMS</b> TBD	<b>BUYER</b> Brush, Kenneth	

LINE NO	PART NO. / DESCRIPTION	DELIVERY DATE	QTY	UOM	UNIT PRICE	LINE AMOUNT
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**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>PO TOTAL</b>	
Consumer's Certificate of Exemption: 85-8012622308C-3 Federal Employer ID Number: 59-6000809 Federal Tax #: A-188238	



Fran McAskill  
Budget & Procurement Director

Bid Item #	FDOT Item #	Units	Quantity	Description	Unit Price in Figures	Total Amount
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	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		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		LF	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		LF	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*
<b>TOTAL</b>						<b>\$ 179,787.50</b>

\*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.

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

# PROPOSAL



**DATE:** May 8, 2020

**SUBMITTED TO:** City of New Port Richey, Public Works  
6132 Pine Hill Road  
Port Richey, FL 34668

**Attention:** Sean Howard

**JOB LOCATION:** City of New Port Richey Water Reclamation Facility

**We propose** hereby to furnish material and labor-complete in accordance with specifications below, for the sum of  
**One Hundred Thirty Five Thousand Dollars and Zero Cents (\$135,000.00)**

**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:**

Granite Inliner, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
Install 400 LF of 21" CIPP	400	LF	\$70.00	\$28,000.00
Install 140 LF of 24" CIPP	140	LF	\$80.00	\$11,200.00
Mobilization	1	LS	\$45,000.00	\$45,000.00
Dewatering and Pipe Cleaning	1	LS	\$50,800.00	\$50,800.00
			<b>TOTAL</b>	<b>\$135,000.00</b>

**NOTES:**

- Inliner to be installed as per ASTM & manufacturer's specifications.
- Prices based on unit prices contained in existing contract between Granite Inliner, LLC and Polk County 17-326.
- 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 Granite Inliner, LLC. indicating the line conditions is acceptable for installation of Inliner.
- Price quoted does not include point repairs if required prior to installing Inliner.
- Granite Inliner, LLC shall furnish City of New Port Richey with a final TV tape of rehabilitated lines.
- Water for cleaning and installation of liner to be supplied by City of New Port Richey.
- 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 Michael Cannon  
Michael Cannon, District 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 \_\_\_\_\_



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

PHONE: 863-534-6757  
FAX: 863-534-6789  
[www.polk-county.net](http://www.polk-county.net)

**PROCUREMENT DIVISION**

**AGREEMENT FOR TEMPORARY EXTENSION**

DATE: January 29, 2020

BID #: 17-326

BID NAME: Cured in Place (CIPP) Installations


VENDOR: Granite Inliner, LLC

Polk County is finalizing the new solicitation intended to replace the referenced bid. As the current bid expires February 28, 2020, we respectfully request your company allow an extension to this bid until the new solicitation is finalized or for a period of 120 days, whichever occurs first. If you agree to extend at the same terms and conditions, please indicate such below and return to Ken Brush via email at [kenbrush@polk-county.net](mailto:kenbrush@polk-county.net) no later than the end of business on Tuesday February 14, 2020.

The undersigned agrees to extend Bid #17-326 for the period defined above, with the same terms, conditions and prices.

Yes, I agree to extend through the award of Bid #17-326 the same terms, conditions and prices.

No, I am not interested in extending.

By 

TOMMY ROBERTSON

(Typed or Printed Name)

Date: 1/29/2020